ಕರ್ನಾಟಕ [illegible] ನ ಪರಿಷತ್ತು

28

ಚುಕ್ಕೆ ಗುರುತಿಲ್ಲದ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ	:	380
ಸದಸ್ಯರ ಹೆಸರು	:	ಶ್ರೀ ಎಂ.ಎ.ಗೋಪಾಲಸ್ವಾಮಿ, (ಸ್ಥಳೀಯ ಸಂಸ್ಥೆಗಳ ಕ್ಷೇತ್ರ)
ಉತ್ತರಿಸುವ ದಿನಾಂಕ	:	15-09-2021.
ಉತ್ತರಿಸುವ ಸಚಿವರು	:	ಮಾನ್ಯ ಲೋಕೋಪಯೋಗಿ ಸಚಿವರು

ಕ್ರ ಸಂ:	ಪ್ರಶ್ನೆ	ಉತ್ತರ
ಅ)	ರಾಜ್ಯದ ರಾಷ್ಟ್ರೀಯ ಹೆದ್ದಾರಿಗಳಲ್ಲಿರುವ ಟೋಲ್ ಪ್ಲಾಜಗಳು ಅವು ಯಾವುವು; ಈ ಟೋಲ್‌ಗಳ ಟೆಂಡರ್‌ದಾರರು ಯಾರು; ಟೆಂಡರ್ ಅವಧಿ ಎಷ್ಟು; ಅವರೊಂದಿಗೆ ಸರ್ಕಾರ ಮಾಡಿಕೊಂಡಿರುವ ಒಪ್ಪಂದದ ಪತ್ರದೊಂದಿಗೆ ವಿವರ ನೀಡುವುದು;	ಬಹುತೇಕ ರಾಜ್ಯದಲ್ಲಿರುವ ಟೋಲ್ ಪ್ಲಾಜಗಳು ಭಾರತೀಯ ರಾಷ್ಟ್ರೀಯ ಹೆದ್ದಾರಿ ಪ್ರಾಧಿಕಾರ (NHAI) ರವರ ವ್ಯಾಪ್ತಿಗೆ ಒಳಪಟ್ಟಿದ್ದು, ಟೋಲ್ ಪ್ಲಾಜಗಳ ವಿವರವನ್ನು ಅನುಬಂಧ -1 ರಲ್ಲಿ ಹಾಗೂ ಈ ಬಗ್ಗೆ ಸರ್ಕಾರ ಟೆಂಡರ್‌ದಾರರೊಡನೆ ಮಾಡಿಕೊಂಡಿರುವ ಒಪ್ಪಂದದ ಕರಾರುಗಳ ಪ್ರತಿಯನ್ನು ಅನುಬಂಧ-2 ರಲ್ಲಿ ಲಗತ್ತಿಸಿದೆ.
ಆ)	ಸರ್ಕಾರದ ನಿಯಮಗಳಂತೆ ಟೋಲ್ ಗಳಲ್ಲಿ ಪ್ರಯಾಣಿಕರಿಗೆ ಒದಗಿಸಬೇಕಾದ ಸೇವೆ:ಸೌಲಭ್ಯಗಳೇನು; (ಆದೇಶಗಳ ಸಹಿತ ವಿವರವಾದ ಮಾಹಿತಿ ನೀಡುವುದು)	ಗುತ್ತಿಗೆದಾರರೊಡನೆ ಏರ್ಪಟ್ಟಿರುವ ಒಪ್ಪಂದದ ಪ್ರಕಾರ ಈ ಕೆಳಕಂಡ ಸೌಲಭ್ಯಗಳನ್ನು ಒದಗಿಸಲಾಗಿದೆ ಎಂಬ ಭಾರತೀಯ ರಾಷ್ಟ್ರೀಯ ಹೆದ್ದಾರಿ ಪ್ರಾಧಿಕಾರ (NHAI) ರವರು ವರದಿಸಿರುತ್ತಾರೆ. ಟೋಲ್ ಆದೇಶದ ಪ್ರತಿಯನ್ನು ಅನುಬಂಧ-3 ರಲ್ಲಿ ಲಗತ್ತಿಸಿದೆ. • ಶೌಚಾಲಯ • ಕುಡಿಯುವ ನೀರು • ಹೆದ್ದಾರಿ ನೆಸ್ಟ್ ಮಿನಿ • ಅಂಬುಲೆನ್ಸ್ ಸೇವೆಗಳು • ಮಾರ್ಗ ಗಸ್ತು ವಾಹನ • ಕೆಟ್ಟು ನಿಂತಿರುವ ವಾಹನಗಳನ್ನು ತೆರವುಗೊಳಿಸುವ ಕ್ರೇನ್ ಲೋಕೋಪಯೋಗಿ ಇಲಾಖಾ ವತಿಯಿಂದ ರಾಜ್ಯ ಹೆದ್ದಾರಿಗಳಲ್ಲಿ ಟೋಲ್ ವಸೂಲಾತಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಸರ್ಕಾರದಿಂದ ಹೊರಡಿಸಿರುವ ಟೋಲ್ ಪಾಲಿಸಿ ಗೆಜೆಟ್ ಸಂಖ್ಯೆ ಲೋಇ:06:ಇಎಪಿ:2012 ಪಿ(3) ದಿನಾಂಕ:07-03-2015 ರೀತ್ಯಾ ಟೋಲ್ ಪ್ಲಾಜಾಗಳಲ್ಲಿ ಪ್ರಯಾಣಿಕರಿಗೆ ಒದಗಿಸಬೇಕಾದ ಸೇವೆ/ಸೌಲಭ್ಯಗಳು ಈ ಕೆಳಕಂಡಂತಿವೆ. ಆದೇಶದ ಪ್ರತಿಯನ್ನು ಅನುಬಂಧ-4 ರಲ್ಲಿ ಲಗತ್ತಿಸಿದೆ. ಅ) ವಿವಿಧ ರೀತಿ/ಮಾದರಿಯ ವಾಹನಗಳಿಗೆ ಸರ್ಕಾರದಿಂದ ಅನುಮೋದಿಸಲ್ಪಟ್ಟಿರುವ ದರಗಳನ್ನು ನಮೂದಿಸಿರುವ ಫಲಕ (Display Boards). ಆ) ಈ ಸೂಚನಾ ಫಲಕಗಳನ್ನು ಟೋಲ್ ಪ್ಲಾಜಾ ಆಗಮನದ ಸ್ಥಳದಿಂದ 1000ಮೀ ಅಂತರದಲ್ಲಿ ಅಳವಡಿಸಬೇಕಾಗಿರುತ್ತದೆ. ಇ) ಸರ್ಕಾರದ ಆದೇಶದಂತೆ ರಸ್ತೆ ಬಳಕೆದಾರರ ಶುಲ್ಕ ಪಾವತಿಯಿಂದ ವಿನಾಯಿತಿ ಹೊಂದಿರುವ ವಾಹನಗಳ ವಿವರ.

		ಈ) ಟೋಲ್ ಪ್ಲಾಜಾಗಳಲ್ಲಿ ಅಳವಡಿಸಿರುವ ಪ್ರದರ್ಶನ ಫಲಕಗಳು (Display Boards) ಗಳನ್ನು ಸಾರ್ವಜನಿಕರಿಗೆ ಸುಲಭವಾಗಿ ಕಾಣುವಂತೆ ಅಳವಡಿಸಬೇಕಾಗಿರುತ್ತದೆ. ಊ) ಸಂಬಂಧಪಟ್ಟ ಅಧಿಕಾರಿಗಳ/ ರಿಯಾಯಿತಿದಾರರ/ ಟೋಲ್ ಗುತ್ತಿಗೆದಾರರ ವಿವರ, ದೂರವಾಣಿ ಸಂಖ್ಯೆ ಇತ್ಯಾದಿ ವಿವರ ಹೊಂದಿರುವ ಫಲಕ.
ಇ)	ಬೆಂಗಳೂರು–ಹಾಸನ ಹೆದ್ದಾರಿಯಲ್ಲಿರುವ ಸೋಲೂರು ಬಳಿಕ ಟೋಲ್ ಪ್ಲಾಜ, ಬೆಳ್ಳೂರು ಕ್ರಾಸ್ ಟೋಲ್ ಪ್ಲಾಜ, ದೇವಿಹಳ್ಳಿ ಟೋಲ್ ಪ್ಲಾಜ (ಶಾಂತಿ ಗ್ರಾಮ), ಕದಬಳ್ಳಿ ಟೋಲ್ ಪ್ಲಾಜಗಳ ಟೆಂಡರ್‌ದಾರರು ಸರ್ಕಾರದ ನಿಯಮಗಳು ಹಾಗೂ ಒಪ್ಪಂದ ಪತ್ರದಲ್ಲಿ ತಿಳಿಸಿರುವ ನಿಯಮಗಳನ್ನು ಪಾಲನೆ ಮಾಡದಿರುವುದರಿಂದ ಸಾರ್ವಜನಿಕರಿಗೆ / ಪ್ರಯಾಣಿಕರಿಗೆ ತೊಂದರೆ ಆಗುತ್ತಿರುವುದು ಸರ್ಕಾರದ ಗಮನಕ್ಕೆ ಬಂದಿದೆಯೇ; ಈ ಸಂಬಂಧ ಸಾರ್ವಜನಿಕರಿಂದ ಸ್ವೀಕೃತವಾಗಿರುವ ದೂರುಗಳೆಷ್ಟು; (ದಾಖಲೆಗಳೊಂದಿಗೆ ಪ್ರಕರಣವಾರು ವಿವರ ನೀಡುವುದು)	ಗುತ್ತಿಗೆದಾರರು ಒಪ್ಪಂದದ ನಿಯಮಗಳನ್ನು ಉಲ್ಲಂಘಿಸಿರುವ ಬಗ್ಗೆ ಭಾರತೀಯ ರಾಷ್ಟ್ರೀಯ ಹೆದ್ದಾರಿ ಪ್ರಾಧಿಕಾರ (NHAI) ಗಮನಕ್ಕೆ ತರಲಾಗಿರುವುದಿಲ್ಲ ಎಂದು ಭಾರತೀಯ ರಾಷ್ಟ್ರೀಯ ಹೆದ್ದಾರಿ ಪ್ರಾಧಿಕಾರ (NHAI) ರವರು ವರದಿಸಿರುತ್ತಾರೆ.
ಈ)	ಈ ಟೋಲ್‌ಗಳಲ್ಲಿ ಫಾಸ್ಟ್ ಟ್ಯಾಗ್ ಸೆನ್ಸಾರ್‌ಗಳು ಸರಿಯಾಗಿ ಕೆಲಸ ಮಾಡದಿರುವುದರಿಂದ ಮತ್ತು ಅಂಬ್ಯುಲೆನ್ಸ್ ಹಾಗೂ ವಿ.ಐ.ಪಿ ವಾಹನಗಳ ಸಂಚಾರಕ್ಕೆ ಪ್ರತ್ಯೇಕ ಲೇನ್ ಬಿಡದೆ ಇರುವುದರಿಂದ ಪ್ರಯಾಣಿಕರು / ಸಾರ್ವಜನಿಕರು ಗಂಟೆಗಟ್ಟಲೆ ಕಾಯಬೇಕಾದ ಪರಿಸ್ಥಿತಿ ಬಂದಿದ್ದು, ಇದರಿಂದಾಗಿ ಪ್ರಯಾಣಿಕರು / ಸಾರ್ವಜನಿಕರಿಗೆ ತುಂಬಾ ತೊಂದರೆ ಗಳಾಗುತ್ತಿರುವುದು ಸರ್ಕಾರದ ಗಮನಕ್ಕೆ ಬಂದಿದೆಯೇ; ಬಂದಿದ್ದಲ್ಲಿ, ಈ ಸಂಬಂಧ ಕೈಗೊಂಡಿರುವ ಕ್ರಮಗಳೇನು ?	ಒಪ್ಪಂದದಲ್ಲಿ ನೀಡಲಾದ ತಾಂತ್ರಿಕ ವಿಶ್ಲೇಷಣೆಗಳ ಪ್ರಕಾರ ಫಾಸ್ಟ್ ಟ್ಯಾಗ್ ಕಾರ್ಯನಿರ್ವಹಿಸುತ್ತಿದೆ ಮತ್ತು ಎರಡೂ ಬದಿಗಳಲ್ಲಿ ಪ್ರತಿ ಪ್ಲಾಜದಲ್ಲಿ ಒಂದು ಪಥವನ್ನು ವಿ.ಐ.ಪಿ ಮತ್ತು ಅಂಬ್ಯುಲೆನ್ಸ್‌ಗಳಿಗೆ ಮೀಸಲಾಗಿಡಲಾಗಿದೆ ಎಂದು ಭಾರತೀಯ ರಾಷ್ಟ್ರೀಯ ಹೆದ್ದಾರಿ ಪ್ರಾಧಿಕಾರ (NHAI) ರವರು ವರದಿಸಿರುತ್ತಾರೆ.

ಕಡತ ಸಂಖ್ಯೆ: ಲೋಇ 214 ಸಿಎನ್‌ಹೆಚ್ 2021 (ಇ)

(ಸಿ.ಸಿ.ಪಾಟೀಲ)
ಲೋಕೋಪಯೋಗಿ ಸಚಿವರು

Annexure to LCQ-287(3

National Highways Authority of India
RO-Bengaluru

Sl.No	PIU-Name	Toll plazas with NHAI	Length	On which roads toll have been collecting in the state? (Furnish details of toll fee and concessionaire)	How many years these tolled National Highways are allowed to collect the toll fee?
1	Chitradurga	Bangalore - Nelamangala section of NH 4 from Km 10/00 to Km 29/50	19.5	M/s.Jas Toll Road Company Ltd Kulumepalya	09.02.2004 to 15.09.2021
2				M/s.Jas Toll Road Company Ltd Chokkenahalli	
3		6 laning of Tumkur - Chitradurga section of NH- 4	127	M/s IRB Tumkur Chitradurga Tollway Pvt.Ltd Karjeevanahalli	04.06.2011 to 03.06.2037
4				M/s IRB Tumkur Chitradurga Tollway Pvt.Ltd Guilalu	
5		Chitradurga to Harihar sectin of NH- 4	71	M/s Sri Sai Enterprises Hebbalu	02.03.2021 to 02.03.2022
6		Harihar - Haveri section of NH-4	80	M/s Sri Sai Enterprises Chalagere	26.06.2021 to 26.09.2021
7		4-laning of Hospet - Chitradurga Section	80	M/s Hampi Expressways Pvt.Ltd Thimmalapura	20.02.2020 to 18.02.2041
8			80	M/s Hampi Expressways Pvt.Ltd Kananakatter	
9		4 laning byrapura to challagere section of NH-150A	150A	M/s. Datar Security Service Group	26.06.2021 to 26.09.2021
10	Bangalore	Hyderabad - Bangalore Section of NH 7	71.12	M/s Chabra, Bagepalli	18.12.2020 to 18.12.2021
11		Expressway from Bangalore to Bangalore International Airport	22.12	M/s.Athang Devanahalli Tollway Pvt. Ltd,	25.03.2013 to 24.04.2030
12		Design, Engineering, Finance Construction, Operation and Maintenance of Bangalore-Hoskote-Mulbagal section from Km. 237/700 to Km. 318/000 of NH-4 in the State of Karnataka on Build, Operate and Transfer (BOT) Basis	63.6	M/s Lanco Hoskote Highway Limited Hoskote	04.12.2013 to 04.01.2028
13			16.124	M/s Lanco Hoskote Highway Limited Mulbagal	
14		Four laning of Mulbagal to AP/KNT Border section of NH-4 from Km.216.912 to Km.239.100 in the state of Karnataka to be executed as BOT (TOLL) on DBFO Pattern under NHDP Phase-III	22.188	JSR Mulbagal Tollways Pvt. Ltd Gaddur	11.06.2015 to21.05.2042
15		Bangalore - Nelamangala section of NH 4 from Km 10/00 to Km	19.5	M/s. Sri Sai Enterprises	30.04.2021 to 30.04.2022
16	Hospet	four/six laning of Hungund-Hospet Section of NH-13 from Km.280.080 to Km.375.450	99.054	M/s GMR-OSE Hungund Hospet Highways Pvt.Ltd Hitnal,Vanagiri & Sahapur	23.11.2013 to 23.11.2031
17	Hassan	Nelamangala to Devihalli Section from Km 28.200 to Km110.000	80.262	M/s Nelamangala Devihalli Expressway Pvt.Ltd Doddakarjeevanahalli & Karabailu	23.06.2012 to 23.06.2037
18		Devihalli to Hassan Section from Km 110.000 to Km 185.684	77.228	M/s Devihalli to Hassan Toll way ltd. Kirisave	14.11.2013 to 14.11.2043
19					
20				M/s Devihalli to Hassan Toll way ltd. Shanthigrama	

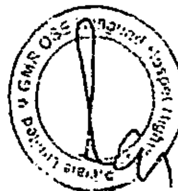


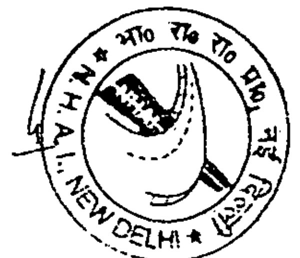
Public Private Partnership in

National Highways

CONCESSION AGREEMENT

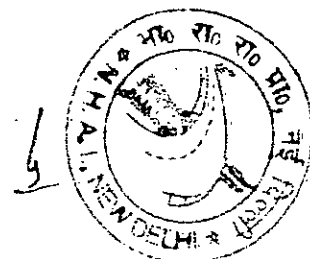
Government of India
New Delhi





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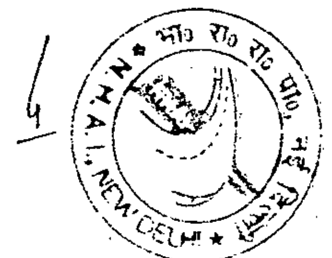
PART III

Development and Operations

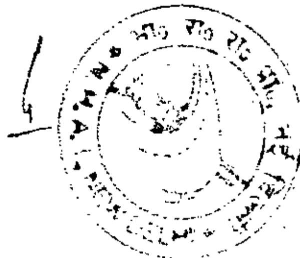




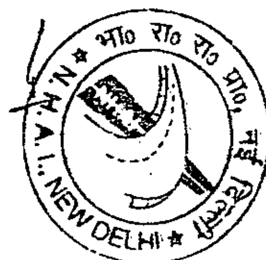










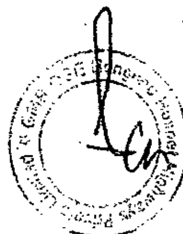

N.H.A.I. NEW DELHI

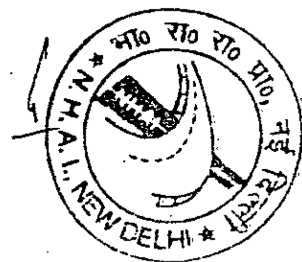
PART V

Force Majeure and Termination

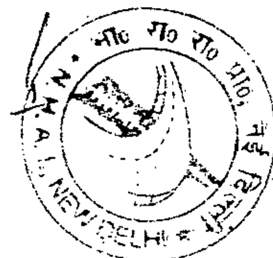







N.H.A.I. NEW DELHI



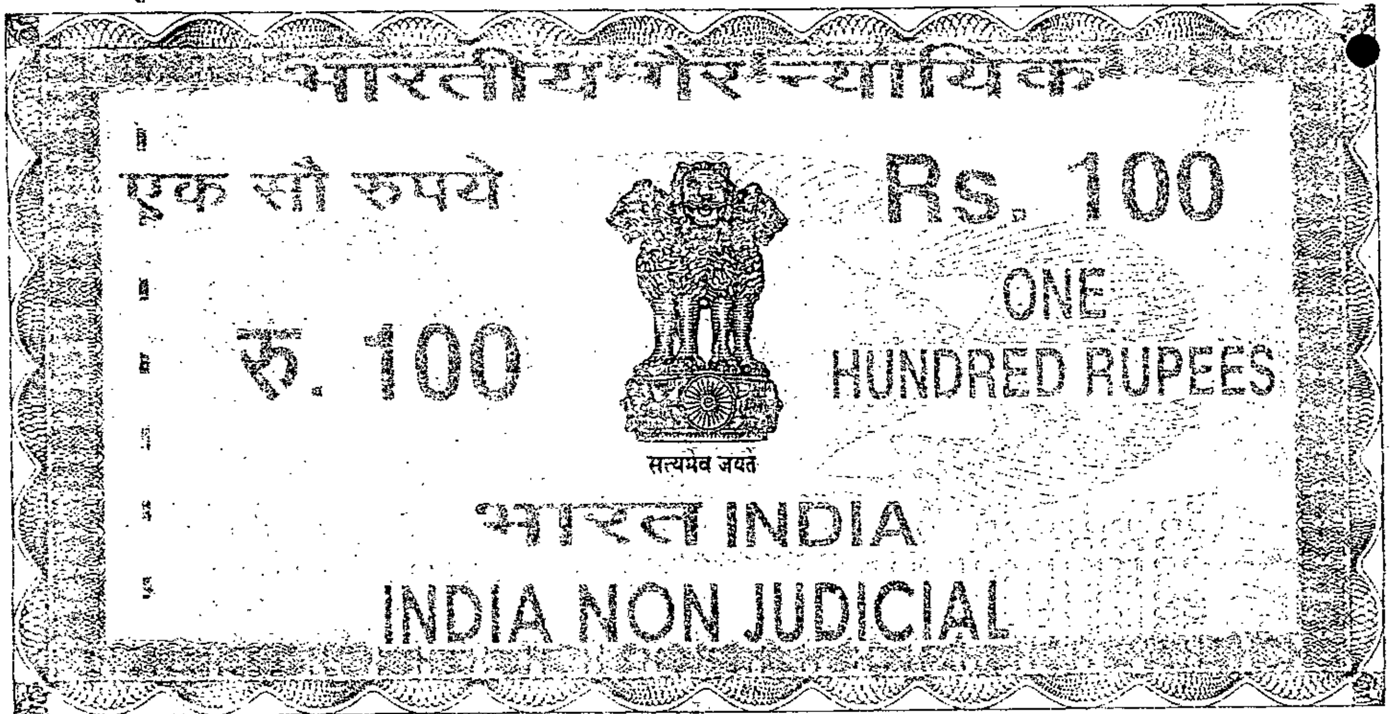


Part I

Preliminary







दिल्ली DELHI K 674399

CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the 22nd ... day of March 2010.

BETWEEN

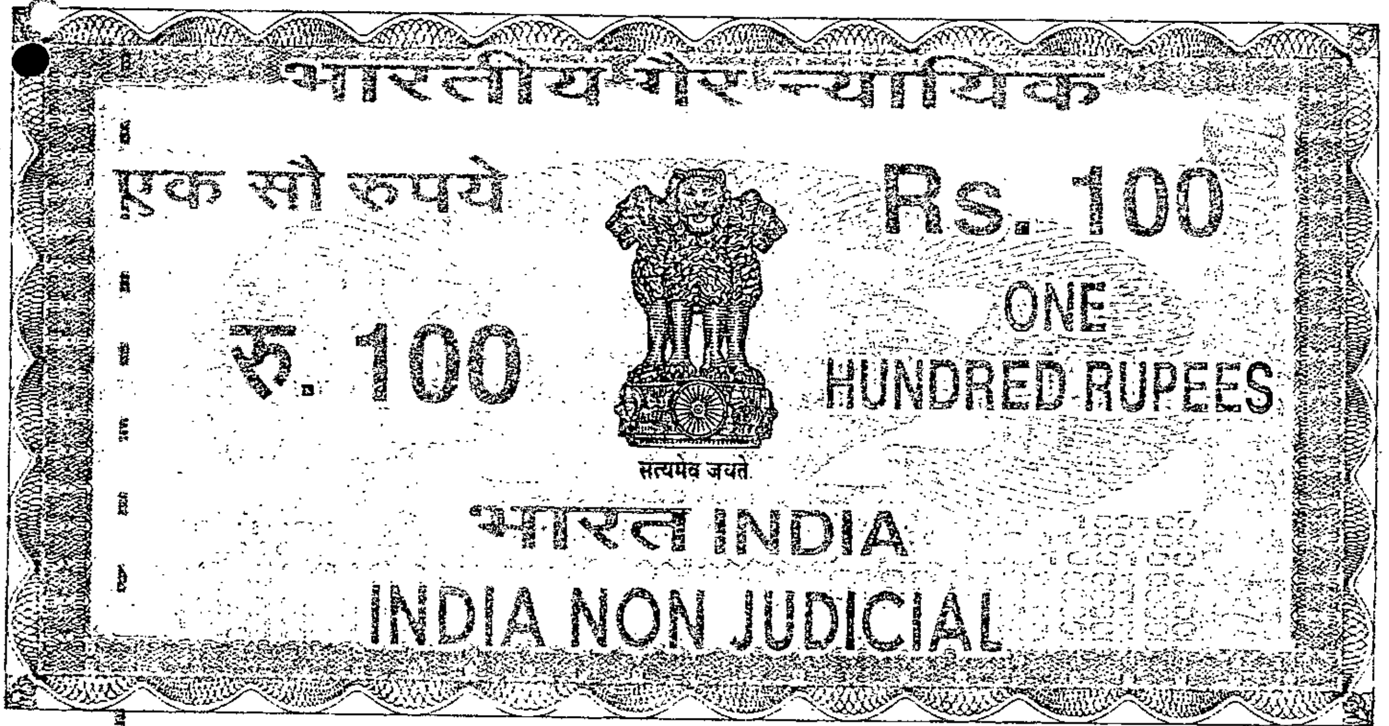
1 **THE NATIONAL HIGHWAYS AUTHORITY OF INDIA**, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

2 **M/s GMR OSE HUNGUND HOSPET HIGHWAYS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 25/1, Skip House, Museum Road, Bangalore – 560025, Karnataka (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.



01-A



दिल्ली DELHI

K 674398

रियायत करार

यह करार 22 मार्च 2010, को निम्नलिखित के बीच किया गया :

1. भारतीय राष्ट्रीय राजमार्ग प्राधिकरण अधिनियम, 1988 के अधीन स्थापित **भारतीय राष्ट्रीय राजमार्ग प्राधिकरण**, जिसका प्रतिनिधित्व इसके अध्यक्ष करते हैं और जिसका प्रधान कार्यालय जी-5 और 6, सेक्टर-10, द्वारका, नई दिल्ली-110075 में है (जिसे इसमें इसके पश्चात **"प्राधिकरण"** संदर्भित किया गया है और जिसकी अभिव्यक्ति में जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो, इसके प्रशासक, उत्तराधिकारी और समनुदेशिती शामिल होंगे), एक पक्ष ;

और

2. **मै. जीएमआर ओएसई हंगड हासपेट हाईवेस प्राइवेट लिमिटेड** जो कंपनी अधिनियम, 1956 के प्रावधानों के अधीन निगमित एक कंपनी है और जिसका पंजीकृत कार्यालय 25/1, स्किप हाउस, म्युज़ियम रोड, बंगलूर-560025, कर्नाटक में है (जिसे इसमें इसके पश्चात् **"रियायतग्राही"** संदर्भित किया गया है जिसमें जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो, इसके उत्तराधिकारी और अनुमत समनुदेशिती और उनके एवजी शामिल होंगे), दूसरा पक्ष

01-B

WHEREAS:

(A) The Government of India had entrusted to the Authority the development, maintenance and management of National Highway No. 13 including the section from km 202.000 to km 299.000 (approx. 99.054 kms).

(B) The Authority had resolved to augment the existing road from km 202.000 to km 299.000 (approximately 99.054 km) on the Hungund-Hospet section of National Highway No.13 (hereinafter called the "**NH -13**") in the state of Karnataka by Four-Laning from existing km 202.000 (Design Km 199.221) to existing Km 288.133 (Design Km 285.100) & from Km 298.565 (Design 296.689) to existing Km 299.000 (Design Km 297.115) (approximately 86.305 Kms) and Six-Laning from Design Km 283.940 to Km 296.689 (approx. 12.749 Km) on design, build, finance, operate and transfer ("**DBFOT**") basis in accordance with the terms and conditions to be set forth in a concession agreement to be entered into.

(C) The Authority had accordingly invited proposals by its Notice/ Request for Qualification No. NHDP – III/BOT/KNT/06 dated 28th February 2009 (the "**Request for Qualification**" or "**RFQ**") for short listing of bidders for construction, operation and maintenance of the above referred section of NH -13 on DBFOT basis and had shortlisted certain bidders including, *inter alia*, the consortium comprising M/s.GMR Infrastructure Limited, having Registered Office at 25/1, Skip House, Museum Road, Bangalore-560025 and M/s. Oriental Structural Engineers Pvt Ltd, having Registered Office at 21, Commercial Complex, Malcha Marg, Diplomatic Enclave, New Delhi - 110021 (collectively the "**Consortium**") with M/s.GMR Infrastructure Limited as its lead member (the "**Lead Member**").

(D) The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "**Request for Proposals**" or "**RFP**") from the bidders shortlisted pursuant to the RFQ for undertaking the Project.

(E) After evaluation of the bids received, the Authority had accepted the bid of the Consortium and issued its Letter of Award No. NHAI/BOT/11012/PPPAC/KNT/05/2008/19 dated 8th February, 2010 (hereinafter called the "**LOA**") to the Consortium requiring, inter alia, the execution of this Concession Agreement within 30 (thirty) days of the date of issue thereof.

(F) Consortium has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 1956, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project.

(G) By its letter dated 9th March 2010 the Concessionaire has also joined in the said request of the Consortium to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium including the obligation to enter into this Concession



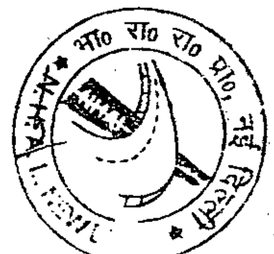


Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Consortium for the purposes hereof.

(H) The Authority has agreed to the said request of the Consortium and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on DBFOT basis, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:





ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 48) shall, unless the context otherwise requires, have the meaning ascribed thereto herein and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;

(f) references to "**construction**" or "**building**" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "**construct**" or "**build**" shall be construed accordingly;





(g) references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;

(h) any reference to any period of time shall mean a reference to that *according to Indian Standard Time;*

(i) any reference to day shall mean a reference to a calendar day;

(j) references to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which banks in Delhi are generally open for business;

(k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(l) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

(m) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(n) the words importing singular shall include plural and vice versa;

(o) references to any gender shall include the other and the neutral gender;

(p) "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);

(q) "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(r) references to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

(s) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended,





varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(t) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise;

(u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(v) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;

(w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on *per diem* basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**"); and

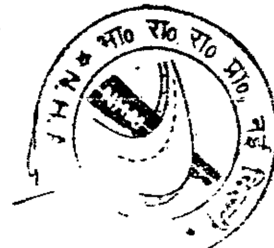
(x) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority and/or the Independent Engineer shall be provided free of cost and in three copies, and if the Authority and/or the Independent Engineer is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.





1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down

1.4 *Priority of agreements, clauses and schedules*

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(a) this Agreement; and

(b) all other agreements and documents forming part hereof or referred to herein;

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

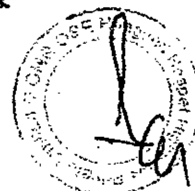
(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

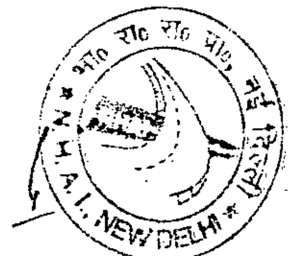
(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(f) between any value written in numerals and that in words, the latter shall prevail.





Part II

The Concession





ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

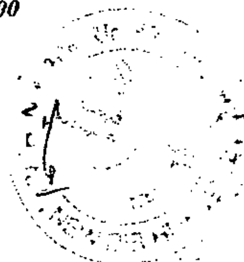
The scope of the Project (the "**Scope of the Project**") shall mean and include, during the Concession Period:

(a) construction of the Project Highway on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D;

(b) operation and maintenance of the Project Highway in accordance with the provisions of this Agreement; and

(c) performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.





ARTICLE 3

GRANT OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, licence and authority to construct, operate and maintain the Project (the "**Concession**") for a period of 19 (Nineteen) years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein:

3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

(a) Right of Way, access and licence to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;

(b) finance and construct the Project Highway;

(c) manage, operate and maintain the Project Highway and regulate the use thereof by third parties;

(d) demand, collect and appropriate Fee from vehicles and Users liable for payment of Fee for using the Project Highway or any part thereof and refuse entry of any vehicle if the Fee due is not paid;

(e) perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;

(f) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and

(g) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project Highway nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.

3.2 Deleted





ARTICLE 4

CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4, 9, 10, 24, 34, 44 and 47, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "**Conditions Precedent**").

4.1.2 The Concessionaire may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 90 (ninety) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 30 (thirty) days of the notice, or such longer period not exceeding 60 (sixty) days as may be specified therein, and the Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:

(a) procured for the Concessionaire the Right of Way to the Site in accordance with the provisions of Clause 10.3.1;

(b) issued the Fee Notification;

(c) Deleted

(d) procured approval of the Railway authorities in the form of a general arrangement drawing that would enable the Concessionaire to construct road overbridges/ underbridges at level crossings on the Project Highway in accordance with the Specifications and Standards and subject to the terms and conditions specified in such approval; and

(e) procured all Applicable Permits relating to environmental protection and conservation of the Site:

Provided that the Authority may from time to time by notice extend, for up to an aggregate of 6 (six) months, the period for procuring the approval set forth in Sub-clause (d) and/ or Sub-clause (e) above and in that event the land to be covered by overbridges or the affected sections of the Project Highway, as the case may be, shall be included in the Appendix referred to in Clause 10.3 and dealt with in accordance with the provisions thereof; and provided further that upon procurement of such approval, the Concessionaire shall be entitled to a period of 12 (twelve) months therefrom for completion of the overbridges. For the avoidance of doubt, the approval specified in Sub-clauses (d) and (e) above shall cease to be a Condition Precedent upon the extension of time under this Proviso.





4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire prior to the Appointed Date shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) provided Performance Security to the Authority;

(b) executed and procured execution of the Escrow Agreement;

(c) executed and procured execution of the Substitution Agreement;

(d) procured all the Applicable Permits specified in Schedule-E unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect;

(e) executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;

(f) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;

(g) delivered to the Authority from the Consortium Members, their respective confirmation, in original, of the correctness of their representations and warranties setforth in Sub clauses (k), (l) and (m) of clause 7.1 of this Agreement; and

(h) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof:

Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Authority may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.





4.2 Damages for delay by the Authority

In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 180 (one hundred and eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.





ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Project Highway and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3 Subject to the provisions of Clauses 5.1.1 and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits (other than those set forth in Clause 4.1.2), and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project Highway;

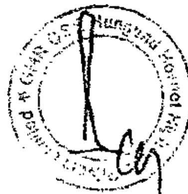
(c) perform and fulfil its obligations under the Financing Agreements;

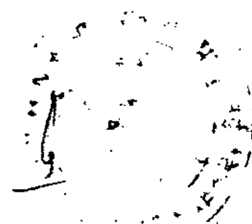
(d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

(e) make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement;

(f) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;

(g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;





(h) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

(i) transfer the Project Highway to the Authority upon Termination of this Agreement, in accordance with the provisions thereof.

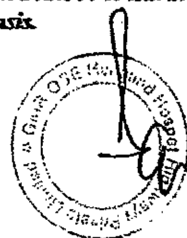
5.2 Obligations relating to Project Agreements

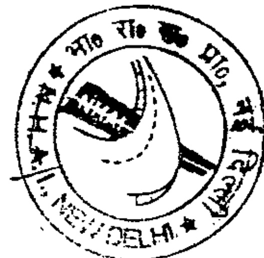
5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that no review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Concessionaire.

5.2.4 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the "**Covenant**"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The





Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, whereunder such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior approval of the Authority.

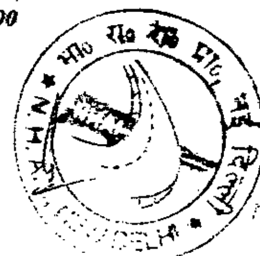
5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

(i) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 15% (fifteen per cent) of the total Equity of the Concessionaire; or

(ii) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him

shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority





hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.2:

(a) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity; or the control of the Board of Directors, as the case may be, of the Concessionaire;

(b) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and

(c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than 15% (fifteen per cent) of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

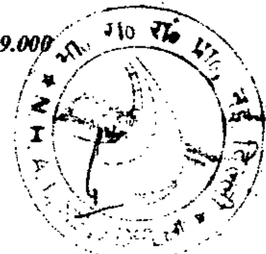
5.4 Employment of foreign nationals

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Concessionaire and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Concessionaire or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.5 Employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.





5.6 **Sole purpose of the Concessionaire**

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

5.7 **Branding of Project Highway**

The Project Highway or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project Highway to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Concessionaire may display its own name at a spot where other public notices are displayed for the Users. It is further agreed that the Project Highway shall be known, promoted, displayed and advertised by the name of Hungund-Hospet Highway.

5.8 **Facilities for physically challenged and elderly persons**

The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically or visually challenged and for elderly persons using the Project Highway.





ARTICLE 6

OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

(a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project;

(b) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;

(c) procure that no barriers are erected or placed on or about the Project Highway by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;

(d) make best endeavours to procure that no local Tax, toll or charge is levied or imposed on the use of whole or any part of the Project Highway;

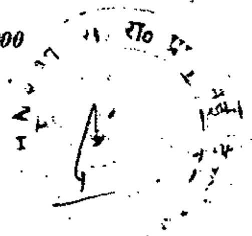
(e) subject to and in accordance with the Applicable Laws, grant to the Concessionaire the authority to regulate traffic on the Project Highway;

(f) assist the Concessionaire in procuring police assistance for regulation of traffic, removal of trespassers and security on or at the Project Highway;

(g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

(h) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement; and





(i) upon written request from the Concessionaire and subject to the provisions of Clause 5.4, provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Concessionaire or its Contractors their obligations under this Agreement and the Project Agreements.

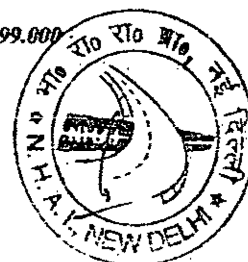
6.2 Maintenance obligations prior to Appointed Date

During the Development Period, the Authority shall maintain the Project Highway, at its own cost and expense, so that its traffic worthiness and safety are at no time materially inferior as compared to its condition 7 (seven) days prior to the last date for submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof, or pay to the Concessionaire the cost and expense, as determined by the Independent Engineer, for undertaking such repair after the Appointed Date. For the avoidance of doubt, the Authority shall undertake only routine maintenance during the Development Period, and it shall undertake special repairs only for ensuring safe operation of the Project Highway, or in the event of excessive deterioration or damage caused due to unforeseen events such as floods or torrential rain.

6.3 Obligations relating to Competing Roads

The Authority shall procure that during the subsistence of this Agreement, neither the Authority nor any Government Instrumentality shall, at any time before the 10th (tenth) anniversary of the Appointed Date, construct or cause to be constructed any Competing Road; provided that the restriction herein shall not apply if the average traffic on the Project Highway in any year exceeds 90% (ninety percent) of its designed capacity specified in Clause 29.2.3. Upon breach of its obligations hereunder, the Authority shall be liable to payment of compensation to the Concessionaire under and in accordance with Clause 35.4, and such compensation shall be the sole remedy of the Concessionaire.





ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

(a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

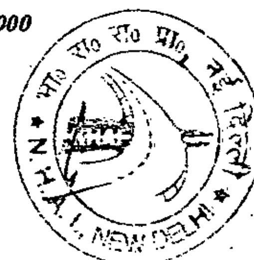
(e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

(f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or those of any member of the Consortium or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material





impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the Consortium Members, together with their Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement; and that each member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold at least 26% (twenty six per cent) of Equity during the Construction Period and two years thereafter along with its Associates.

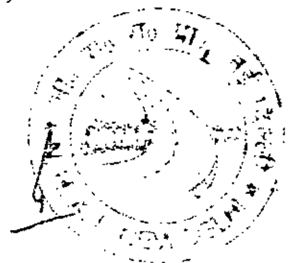
Provided further that any such request made under Clause 7.1(k) and/or Art 48, at the option of the Authority, may be required to be accompanied by a suitable no objection letter from lenders".

(l) the Consortium Members and their Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

(m) the Consortium Member is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(n) all its rights and interests in the Project Highway shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;





(o) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(p) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith; and

(q) all information provided by the Consortium Members in response to the Request for Qualification and Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;

(c) it has the financial standing and capacity to perform its obligations under this Agreement;

(d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

(f) it has complied with Applicable Laws in all material respects;

(g) it has the right, power and authority to manage and operate the Project Highway up to the Appointed Date; and

(h) it has good and valid right to the Site, and has power and authority to grant a licence in respect thereto to the Concessionaire.





7.3 **Disclosure**

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.



ARTICLE 8

DISCLAIMER

8.1 Disclaimer

8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the Consortium Members and their Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement, or render it voidable.

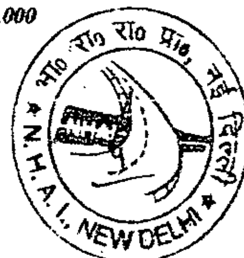
8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.



Part III
Development and Operations





ARTICLE 9

PERFORMANCE SECURITY

9.1 Performance Security

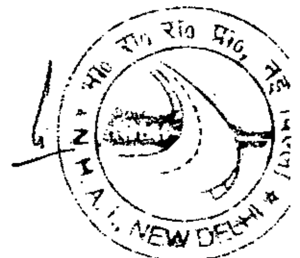
9.1.1 The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 180 (one hundred and eighty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 47.30 crore (Rupees Forty Seven Crore And Thirty Lakhs) in the form set forth in Schedule-F (the "**Performance Security**"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 180 (one hundred and eighty) days from the date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Concessionaire Default. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 37. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default, and in the event of the Concessionaire not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 37.





9.3 Release of Performance Security

The Performance Security shall remain in force and effect for a period of one year from the Appointed Date, but shall be released earlier upon the Concessionaire expending on Project construction an aggregate sum that is not less than 20% (twenty per cent) of the Total Project Cost; provided, however, that the Performance Security shall not be released if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause 9.3, the Authority shall release the Performance Security forthwith.





ARTICLE 10

RIGHT OF WAY

10.1 The Site

The site of the Project Highway shall comprise the real estate described in Schedule-A and in respect of which the Right of Way shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (the "**Site**"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the real estate required for Four/six-Laning of the Project Highway as set forth in Schedule-A.

10.2 Licence, Access and Right of Way

10.2.1 The Authority hereby grants to the Concessionaire access to the Site for carrying out any surveys, investigations and soil tests that the Concessionaire may deem necessary during the Development Period, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations and tests carried out or work undertaken by the Concessionaire on or about the Site pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the Concession Fee, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, leave and licence rights in respect of all the land (along with any buildings, constructions or immovable assets, if any, thereon) comprising the Site which is described, delineated and shown in Schedule-A hereto (the "**Licensed Premises**"), on an "as is where is" basis, free of any Encumbrances, to develop, operate and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.2.3 The licence, access and right of way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that two existing lanes of the Project Highway or an alternative thereof are open to traffic at all times during the Construction Period.

10.2.4 It is expressly agreed that the licence granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the licence, upon the Termination of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent





structures erected on the Site by the Concessionaire or its sub-licensees, the licence in respect of the Site shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.

10.2.5 The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the licence granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose.

10.2.6 It is expressly agreed that trees on the Site are property of the Authority except that the Concessionaire shall be entitled to exercise usufructory rights thereon during the Concession Period.

10.3 Procurement of the Site

10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the "**Appendix**") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid licence and Right of Way to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid licence and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include more than 20% (twenty per cent) of the total area of the Site required and necessary for the Four/six-Lane Project Highway, and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2.

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part



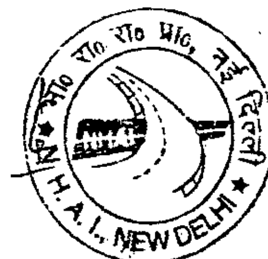
thereof. the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.3.4 The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the Concessionaire Damages in a sum calculated at the rate of Rs. 50 (Rupees fifty) per day for every 1,000 (one thousand) square metres or part thereof, commencing from the 91st (ninety first) day of the Appointed Date and until such Right of Way is procured.

10.3.5 Upon receiving Right of Way in respect of any land included in the Appendix, the Concessionaire shall complete the Construction Works thereon within a reasonable period to be determined by the Independent Engineer in accordance with Good Industry Practice; provided that the issue of Provisional Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto. For the avoidance of doubt, it is expressly agreed that Construction Works on all lands for which Right of Way is granted within 90 (ninety) days of the Appointed Date shall be completed before the Project Completion Date. It is further agreed that the obligation of the Concessionaire to complete the affected Construction Works shall subsist so long as the Authority continues to pay the Damages specified herein, and upon the Authority ceasing to pay such Damages after giving 60 (sixty) days' notice thereof to the Concessionaire, the obligation of the Concessionaire to complete such works on such part of the Site shall cease forthwith. It is also expressly agreed that completion of the respective Construction Works within the time determined by the Independent Engineer hereunder shall be deemed to be Project Milestones for the purposes of levy and recovery of Damages under and in accordance with the provisions of Clause 12.4.2.

10.3.6 The Concessionaire shall, if so required by the Authority, procure on behalf of the Authority, on the terms and to the extent specified by the Authority, the additional land required for Toll Plazas, Traffic Aid Posts, Medical Aid Posts, under passes and over passes or for construction of works specified in Change of Scope Order issued under Article 16, in accordance with this Agreement and upon procurement, such land shall form part of the Site and vest in the Authority; provided that the Concessionaire may, by notice given to the Authority no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Authority to initiate and undertake proceedings for acquisition of such land under the provisions of the National Highways Act, 1956 and the Authority shall take all such steps as may be reasonably necessary for such land acquisition forthwith; provided further that the cost of land acquired under this Clause 10.3.6 shall be borne by the Authority in accordance with the Act; provided also that the land to be acquired by the Authority hereunder as a part of the





Site shall be deemed to be included in the Appendix referred to in this Clause 10.3 and dealt with in accordance with the provisions thereof. For the avoidance of doubt, it is agreed that the minimum area of land to be acquired for the Toll Plazas and approach roads thereof shall conform to the provisions of Schedule - B and Schedule - C. It is further agreed that the Authority may, at any time after the Bid Date, *suo moto* acquire the land required hereunder.

10.3.7 The Concessionaire may procure at its cost and expense and on its own the land that may be required by it for Additional Facilities and the Authority shall have no obligation or liability in respect thereof. For the avoidance of doubt, the Concessionaire shall seek prior consent of the Authority to connect any Additional Facility to the Project Highway and such consent shall not be unreasonably withheld.

10.4 Site to be free from Encumbrances

Subject to the provisions of Clause 10.3, the Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

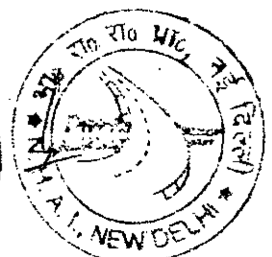
10.5 Protection of Site from encroachments

During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Special/temporary right of way

The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project Highway and the performance of its obligations under this Agreement.





10.7 Access to the Authority and Independent Engineer

The licence, right of way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and the Independent Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.8 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the licence granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority. It is also agreed that the Government shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

10.9 Deleted





ARTICLE 11

UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

11.3 New utilities and roads

11.3.1 The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Concessionaire, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause shall not in any manner relieve the Concessionaire of its obligation to maintain the Project Highway in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

11.3.2 The Authority may, by notice require the Concessionaire to connect any adjoining road to the Project Highway. Upon receipt of a notice hereunder, the connecting portion thereof falling within the Site shall be constructed by the Concessionaire at the Authority's cost in accordance with Article 16, and the maintenance thereof shall be undertaken by the Concessionaire in accordance with the provisions of Clause 17.1.3.





11.3.3 The Authority may by notice require the Concessionaire to connect, through a paved road, any adjoining service station, hotel, motel or any other public facility or amenity to the Project Highway, whereupon the connecting portion thereof that falls within the Site shall be constructed and maintained by the Concessionaire upon advance payment of the cost to be made by the beneficiary entity in accordance with the amount and period as determined by the Independent Engineer. For the avoidance of doubt, any connecting road constructed prior to the Appointed Date and falling within the Site shall be maintained by the Concessionaire upon advance payment to be made by the beneficiary entity in accordance with the provisions of this Clause.

11.4 Felling of trees

The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.





ARTICLE 12

CONSTRUCTION OF THE PROJECT HIGHWAY

12.1 Obligations prior to commencement of construction

Prior to commencement of Construction Works, the Concessionaire shall:

(a) submit to the Authority and the Independent Engineer its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project in accordance with the Project Completion Schedule as set forth in Schedule-G;

(b) appoint its representative duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and

(d) make its own arrangements for quarrying of materials needed for the Project Highway under and in accordance with the Applicable Laws and Applicable Permits.

12.2 Maintenance during Construction Period

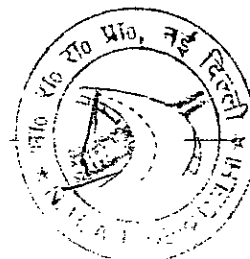
During the Construction Period, the Concessionaire shall maintain, at its cost, the existing lane(s) of the Project Highway so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 7 (seven) days prior to the date of this Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Concessionaire may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of Construction Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the Independent Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring safe operation of the Project Highway.

12.3 Drawings

In respect of the Concessionaire's obligations relating to the Drawings of the Project Highway as set forth in Schedule-H, the following shall apply:

(a) The Concessionaire shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project





Completion Schedule; three copies each of all Drawings to the Independent Engineer for review;

(b) By submitting the Drawings for review to the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project and the Specifications and Standards;

(c) Within 15 (fifteen) days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Construction Works at its own discretion and risk;

(d) If the aforesaid observations of the Independent Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Concessionaire and resubmitted to the Independent Engineer for review. The Independent Engineer shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings;

(e) No review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Authority be liable for the same in any manner;

(f) Without prejudice to the foregoing provisions of this Clause 12.3, the Concessionaire shall submit to the Authority for review and comments, its Drawings relating to alignment of the Project Highway, finished road level, location and layout of the Toll Plaza and general arrangement drawings of major bridges, flyovers and grade separators, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, within 30 (thirty) days of the receipt of such Drawings. The provisions of this Clause 12.3 shall apply *mutatis mutandis* to the review and comments hereunder; and

(g) Within 90 (ninety) days of the Project Completion Date, the Concessionaire shall furnish to the Authority and the Independent Engineer a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of Project Facilities.





12.4 Four/six-Laning of the Project Highway

12.4.1 On or after the Appointed Date, the Concessionaire shall undertake construction of Four/six-Laning as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The 910th (Nine hundred and tenth) day from the Appointed Date shall be the scheduled date for completion of Four/Six-Laning (the "**Scheduled Four/Six-Laning Date**") and the Concessionaire agrees and undertakes that Four-Laning shall be completed on or before the Scheduled Four/Six-Laning Date.

12.4.2 The Concessionaire shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule-G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Four/Six - Laning Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-G has been amended as above; provided further that in the event Project Completion Date is achieved on or before the Scheduled Four/Six -Laning Date, the Damages paid under this Clause 12.4.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.4.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

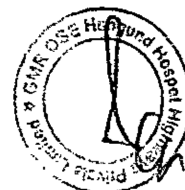
12.4.3 In the event that Four/Six -Laning is not completed within 270 (two hundred and seventy) days from the Scheduled Four/Six -Laning Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.

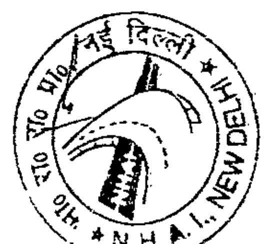
12.5 Deleted

12.6 Deleted

12.7 Construction of service roads by the Authority

The Authority shall, at any time after the 8th (eighth) anniversary of the Appointed Date, be entitled in its discretion to undertake at its cost, construction of service roads on the Project Highway in accordance with the specifications and standards applicable to other district roads (ODRs) in the State. Such construction shall be undertaken without causing undue disruption to traffic and upon its completion, the Concessionaire shall have the obligation to maintain the service roads in accordance with Good Industry Practice and regulate the use thereof in accordance with the provisions of this Agreement.





ARTICLE 13

MONITORING OF CONSTRUCTION

13.1 Monthly progress reports

During the Construction Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the Independent Engineer a monthly report on progress of the Construction Works and shall promptly give such other relevant information as may be required by the Independent Engineer.

13.2 Inspection

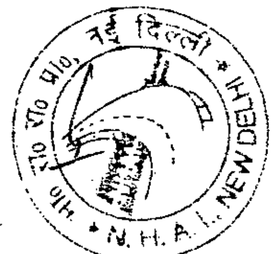
During the Construction Period, the Independent Engineer shall inspect the Project Highway at least once a month and make a report of such inspection (the "**Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Specifications and Standards. It shall send a copy of the Inspection Report to the Authority and the Concessionaire within 7 (seven) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the Independent Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

13.3 Tests

13.3.1 For determining that the Construction Works conform to the Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time, in accordance with Good Industry Practice for quality assurance. The size of sample for such tests shall, to the extent possible, not exceed 10% (ten per cent) of the quantity and/or number of tests prescribed by IRC and/or MORTH for the construction works undertaken by the Authority through their contractors. The Concessionaire shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of the Independent Engineer and furnish the results thereof to the Independent Engineer. One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire. For the avoidance of doubt, the costs to be incurred on any Test which is undertaken for determining the rectification of any defect or deficiency in construction shall be borne solely by the Concessionaire.

13.3.2 In the event that results of any tests conducted under this Clause 13.3 establish any defects or deficiencies in the Construction Works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this behalf. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests to determine





that such remedial measures have brought the Construction Works into compliance with the Specifications and Standards, and the procedure set forth in this Clause 13.3 shall be repeated until such Construction Works conform to the Specifications and Standards. For the avoidance of doubt, it is agreed that tests pursuant to this Clause 13.3 shall be undertaken in addition to and independent of the tests that shall be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Concessionaire to the Independent Engineer forthwith.

13.4 Delays during construction

Without prejudice to the provisions of Clause 12.4.2, if the Concessionaire does not achieve any of the Project Milestones or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that Four/Six -Laning is not likely to be achieved by the Scheduled Four/Six -Laning Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Independent Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

13.5 Suspension of unsafe Construction Works

13.5.1 Upon recommendation of the Independent Engineer to this effect, the Authority may by notice require the Concessionaire to suspend forthwith the whole or any part of the Construction Works if, in the reasonable opinion of the Authority, such work threatens the safety of the Users and pedestrians.

13.5.2 The Concessionaire shall, pursuant to the notice under Clause 13.5.1, suspend the Construction Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works and the Users. The Concessionaire may by notice require the Independent Engineer to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Independent Engineer, the Authority shall either revoke such suspension or instruct the Concessionaire to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 13.5 shall be repeated until the suspension hereunder is revoked.

13.5.3 Subject to the provisions of Clause 34.7, all reasonable costs incurred for maintaining and protecting the Construction Works or part thereof during the period of suspension (the "**Preservation Costs**"), shall be borne by the Concessionaire; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.

13.5.4 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine any extension of



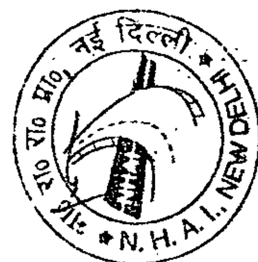


the dates set forth in the Project Completion Schedule to which the Concessionaire is reasonably entitled, and shall notify the Authority accordingly whereupon the Authority shall extend such Project Completion Schedule dates in accordance with the recommendations of the Independent Engineer. In the event that the Scheduled Four/Six -Laning Date is extended pursuant hereto, the Concession Period shall be deemed to be extended by a period equal in length to the period of extension of the Scheduled Four/Six - Laning Date.

13.6 Video recording

During the Construction Period, the Concessionaire shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a 3 (three)-hour compact disc or digital video disc, as the case may be, covering the status and progress of Construction Works in that quarter. The first such video recording shall be provided to the Authority within 7 (seven) days of the Appointed Date and thereafter, no later than 15 (fifteen) days after the close of each quarter.





ARTICLE 14

COMPLETION CERTIFICATE

14.1 Tests

14.1.1 At least 30 (thirty) days prior to the likely completion of the Project Highway, the Concessionaire shall notify the Independent Engineer of its intent to subject the Project Highway to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Concessionaire, and notified to the Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests. In the event of the Concessionaire and the Independent Engineer failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than 10 (ten) days notice to the Independent Engineer.

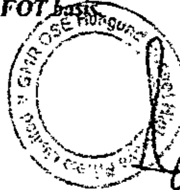
14.1.2 All Tests shall be conducted in accordance with Schedule-I. The Independent Engineer shall observe, monitor and review the results of the Tests to determine compliance of the Project Highway with Specifications and Standards and if it is reasonably anticipated or determined by the Independent Engineer during the course of any Test that the performance of the Project Highway or any part thereof does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Independent Engineer shall provide to the Concessionaire and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Independent Engineer may require the Concessionaire to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards.

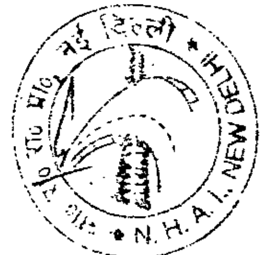
14.2 Completion Certificate

Upon completion of Construction Works and the Independent Engineer determining the Tests to be successful, it shall forthwith issue to the Concessionaire and the Authority a certificate substantially in the form set forth in Schedule-J (the "**Completion Certificate**").

14.3 Provisional Certificate

14.3.1 The Independent Engineer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in Schedule-J (the "**Provisional Certificate**") if the Tests are successful and the Project Highway can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (the "**Punch List**"); provided





that the Independent Engineer shall not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Authority.

14.3.2 The Parties hereto expressly agree that a Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the Project Highway, if at least 75% (seventy five per cent) of the total length of the Project Highway has been completed. Upon issue of such Provisional Certificate, the provisions of Article 15 shall apply to such completed part.

14.4 Completion of Punch List items

14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Independent Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 14.4.1.

14.4.2 Upon completion of all Punch List items, the Independent Engineer shall issue the Completion Certificate. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Clause 14.4.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Authority, shall entitle the Authority to terminate this Agreement.

14.5 Withholding of Provisional Certificate

14.5.1 If the Independent Engineer determines that the Project Highway or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Concessionaire. Upon receipt of such a report from the Independent Engineer and after conducting its own inspection, if the Authority is of the opinion that the Project Highway is not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the Project Highway and direct the Independent Engineer to withhold issuance of the Provisional Certificate. Upon receipt of such notice, the Concessionaire shall remedy and



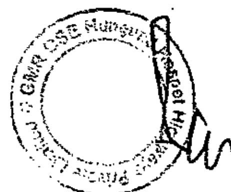


rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with this Article 14. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

14.5.2 Notwithstanding anything to the contrary contained in Clause 14.5.1, the Authority may, at any time after receiving a report from the Independent Engineer under that Clause, direct the Independent Engineer to issue a Provisional Certificate under Clause 14.3, and such direction shall be complied forthwith.

14.6 Rescheduling of Tests

If the Independent Engineer certifies to the Authority and the Concessionaire that it is unable to issue the Completion Certificate or Provisional Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Concessionaire shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.





ARTICLE 15

ENTRY INTO COMMERCIAL SERVICE

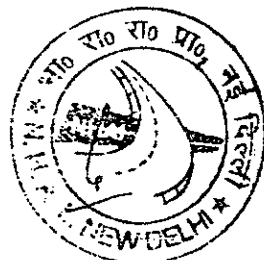
15.1 Commercial Operation Date (COD)

Four/Six Laning shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 14, and accordingly the commercial operation date of the Project shall be the date on which such Completion Certificate or the Provisional Certificate is issued (the "**COD**"). The Project Highway shall enter into commercial service on COD whereupon the Concessionaire shall be entitled to demand and collect Fee in accordance with the provisions of Article 27.

15.2 Damages for delay

Subject to the provisions of Clause 12.4, if COD does not occur prior to the 91st (ninety first) day after the Scheduled Four/Six -Laning Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved.





ARTICLE 16

CHANGE OF SCOPE

16.1 Change of Scope

16.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of the Project as contemplated by this Agreement (the "**Change of Scope**"). Any such Change of Scope shall be made in accordance with the provisions of this Article 16 and the costs thereof shall be expended by the Concessionaire and reimbursed to it by the Authority in accordance with Clause 16.3.

16.1.2 If the Concessionaire determines at any time that a Change of Scope is necessary for providing safer and improved services to the Users, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 15 (fifteen) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefor in accordance with this Article 16 or inform the Concessionaire in writing of its reasons for not accepting such Change of Scope.

16.1.3 Any works or services which are provided under and in accordance with this Article 16 shall form part of the Project Highway and the provisions of this Agreement shall apply *mutatis mutandis* to such works or services.

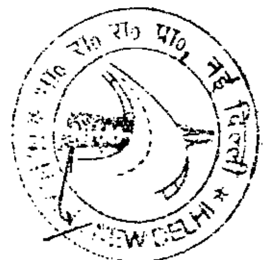
16.2 Procedure for Change of Scope

16.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder (the "**Change of Scope Notice**").

16.2.2 Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed





by the Authority to the extent such cost is certified by the Independent Engineer as reasonable.

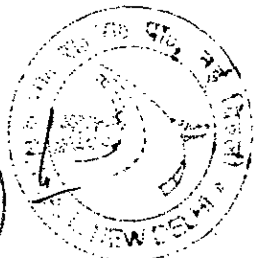
16.2.3 Upon receipt of information set forth in Clause 16.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Independent Engineer, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Clause 16.5.

16.2.4 The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works undertaken by the Concessionaire under this Article 16.

16.3 Payment for Change of Scope

16.3.1 Within 7 (seven) days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Concessionaire in a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, 20% (twenty per cent) of the cost assessed by the Independent Engineer. The Concessionaire shall, after commencement of work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts as are certified by the Independent Engineer as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

16.3.2 Notwithstanding anything to the contrary contained in Clause 16.3.1, all costs arising out of any Change of Scope Order issued during the Construction Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 16.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Safety Fund within a period of 180 (one hundred and eighty) days of the Project Completion Date. For the avoidance of doubt, it is agreed that the aforesaid 0.25% (zero point two five per cent) of the Total Project Cost shall, to the extent borne by the Concessionaire, be deemed to form part of the actual capital cost of the Project.





16.4 Restrictions on certain works

16.4.1 Notwithstanding anything to the contrary contained in this Article 16, but subject to the provisions of Clause 16.4.2, the Authority shall not require the Concessionaire to undertake any works or services if such works or services are likely to delay completion of Four/Six -Laning; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Order shall not be reckoned for purposes of determining completion of Four/Six -Laning and issuing the Provisional Certificate.

16.4.2 Notwithstanding anything to the contrary contained in this Article 16, the Concessionaire shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed 5% (five per cent) of the Total Project Cost in any continuous period of 3 (three) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed 20% (twenty per cent) of the Total Project Cost at any time during the Concession Period.

16.5 Power of the Authority to undertake works

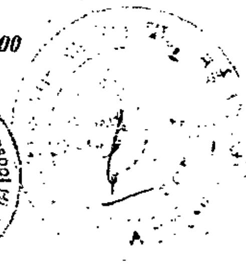
16.5.1 Notwithstanding anything to the contrary contained in Clauses 16.1.1, 16.2 and 16.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award any works or services, contemplated under Clause 16.1.1, to any person on the basis of open competitive bidding; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 2% (two per cent) of the bid amount to the Authority, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten percent) thereof. It is also agreed that the Concessionaire shall provide access, assistance and cooperation to the person who undertakes the works or services hereunder.

16.5.2 The works undertaken in accordance with this Clause 16.5 shall conform to the Specifications and Standards and shall be carried out in a manner that minimises the disruption in operation of the Project Highway. The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works carried out under this Clause 16.5.

16.6 Reduction in Scope of the Project

16.6.1 If the Concessionaire shall have failed to complete any Construction Works on account of Force Majeure or for reasons solely attributable to the Authority, the Authority may, in its discretion, require the Concessionaire to pay 80% (eighty percent) of the sum saved therefrom, and upon such payment to the Authority, the obligations of the Concessionaire in respect of such works shall be deemed to have been fulfilled. For the avoidance of doubt, it is agreed that in the event such reduction in Scope of the Project





causes or will cause a reduction in net after-tax return of the Concessionaire, the Parties shall meet, as soon as reasonably practical, and agree on a full or partial waiver of the aforesaid payment of 80% (eighty per cent) so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no reduction in Scope of the Project. It is further agreed that the liability of the Authority under this Clause 16.6 shall not extend beyond waiver of the aforesaid 80% (eighty per cent). It is also agreed that in the event of a dispute, the Dispute Resolution Procedure shall apply.

16.6.2 For determining the obligations of the Concessionaire under this Clause 16.6, the provisions of Clauses 16.1, 16.2 and 16.4 shall apply *mutatis mutandis*, and upon issue of Change of Scope Order by the Authority hereunder, the Concessionaire shall pay forthwith the sum specified therein.





ARTICLE 17

OPERATION AND MAINTENANCE

17.1 O&M obligations of the Concessionaire

17.1.1 During the Operation Period, the Concessionaire shall operate and maintain the Project Highway in accordance with this Agreement either by itself, or through the O&M Contractor and if required, modify, repair or otherwise make improvements to the Project Highway to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The obligations of the Concessionaire hereunder shall include:

(a) permitting safe, smooth and uninterrupted flow of traffic on the Project Highway during normal operating conditions;

(b) collecting and appropriating the Fee;

(c) minimising disruption to traffic in the event of accidents or other incidents affecting the safety and use of the Project Highway by providing a rapid and effective response and maintaining liaison with emergency services of the State;

(d) carrying out periodic preventive maintenance of the Project Highway;

(e) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavement markings, lighting, road signs and other traffic control devices;

(f) undertaking major maintenance such as resurfacing of pavements, repairs to structures, and repairs and refurbishment of tolling system and other equipment;

(g) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the Project Highway;

(h) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Project Highway;

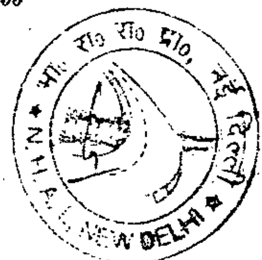
(i) protection of the environment and provision of equipment and materials therefore;

(j) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project Highway;

(k) maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies; and

(l) complying with Safety Requirements in accordance with Article 18.





17.1.2 The Concessionaire shall remove promptly from the Project Highway all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project Highway in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at (*place to be decided in consultation with independent engineer)*.

17.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads, over-passes, under-passes or other structures situated on the Site but not forming part of the carriageway.

17.2 Maintenance Requirements

The Concessionaire shall procure that at all times during the Operation Period, the Project Highway conforms to the maintenance requirements set forth in Schedule-K (the "**Maintenance Requirements**").

17.3 Maintenance Manual

17.3.1 No later than 180 (one hundred and eighty) days prior to the Scheduled Four/Six -Laning Date, the Concessionaire shall, in consultation with the Independent Engineer, evolve a repair and maintenance manual (the "**Maintenance Manual**") for the regular and preventive maintenance of the Project Highway in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority and 2 (two) copies to the Independent Engineer. The Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Clause 17.3 shall apply, *mutatis mutandis*, to such revision.

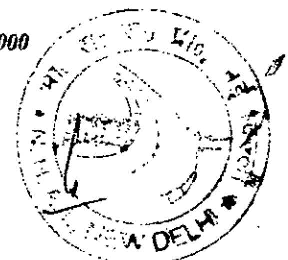
17.3.2 Without prejudice to the provision of Clause 17.3.1, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that their overall condition conforms to Good Industry Practice.

17.4 Maintenance Programme

17.4.1 On or before COD and no later than 45 (forty five) days prior to the beginning of each Accounting Year during the Operation Period, as the case may be, the Concessionaire shall provide to the Authority and the Independent Engineer, its proposed annual programme of preventive, urgent and other scheduled maintenance (the "**Maintenance Programme**") to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:

(a) preventive maintenance schedule;





(b) arrangements and procedures for carrying out urgent repairs:

(c) criteria to be adopted for deciding maintenance needs:

(d) intervals and procedures for carrying out inspection of all elements of the Project Highway;

(e) intervals at which the Concessionaire shall carry out periodic maintenance:

(f) arrangements and procedures for carrying out safety related measures; and

(g) intervals for major maintenance works and the scope thereof.

17.4.2 Within 15 (fifteen) days of receipt of the Maintenance Programme, the Independent Engineer shall review the same and convey its comments to the Concessionaire with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements.

17.4.3 The Concessionaire may modify the Maintenance Programme as may be reasonable in the circumstances, and the procedure specified in Clauses 17.4.1 and 17.4.2 shall apply *mutatis mutandis* to such modifications.

17.5 Safety, vehicle breakdowns and accidents

17.5.1 The Concessionaire shall ensure safe conditions for the Users, and in the event of unsafe conditions, lane closures, diversions, vehicle breakdowns and accidents, it shall follow the relevant operating procedures including the setting up of temporary traffic cones and lights, and removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

17.5.2 The Concessionaire's responsibility for rescue operations on the Project Highway shall be limited to an initial response to any particular incident until such time that the competent authority takes charge and shall include prompt removal of vehicles or debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic. For this purpose, it shall maintain and operate a round-the-clock vehicle rescue post with one mobile crane having the capacity to lift a truck with a Gross Vehicle Weight of 30,000 (thirty thousand) kilograms; and such posts shall be located at each of the Toll Plaza(s).

17.6 De-commissioning due to Emergency

17.6.1 If, in the reasonable opinion of the Concessionaire, there exists an Emergency which warrants de-commissioning and closure to traffic of the whole or any part of the Project Highway, the Concessionaire shall be entitled to de-commission and close the whole or any part of the Project Highway to traffic for so long as such Emergency and the consequences thereof warrant; provided that such decommissioning and particulars thereof





shall be notified by the Concessionaire to the Authority without any delay. and the Concessionaire shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

17.6.2 The Concessionaire shall re-commission the Project Highway or the affected part thereof as quickly as practicable after the circumstances leading to its decommissioning and closure have ceased to exist or have so abated as to enable the Concessionaire to re-commission the Project Highway and shall notify the Authority of the same without any delay.

17.6.3 Any decommissioning or closure of any part of the Project Highway and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

17.7 Lane closure

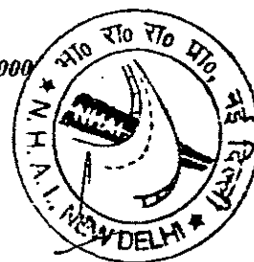
17.7.1 The Concessionaire shall not close any lane of the Project Highway for undertaking maintenance or repair works except with the prior written approval of the Independent Engineer. Such approval shall be sought by the Concessionaire through a written request to be made to the Independent Engineer, and a copy thereof furnished to the Authority, at least 7 (seven) days before the proposed closure of such lane and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the Independent Engineer shall grant permission with such modifications as it may deem necessary and a copy of such permission shall be sent to the Authority.

17.7.2 The provisions of Clause 17.7.1 shall not apply to de-commissioning under Clause 17.6.1 or to closure of any lane for a period not exceeding 2 (two) hours in a day at any time of the day and 6 (six) hours in a day at a time specified by the Independent Engineer as off-peak hours when the flow of traffic is comparatively lower.

17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the Average Daily Fee for every stretch of 250 (two hundred and fifty) metres, or part thereof, for each day of delay until the lane has been re-opened for traffic.

17.8 Damages for breach of maintenance obligations

17.8.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Daily Fee, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer.





Notwithstanding anything contained in this Agreement, should the actual traffic exceed the design capacity during any year or part thereof and the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled, from such date, to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 5% (five per cent) of Average Daily Fee, and (b) 1% (one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer, for the balance period of the concession.

Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

17.8.2 The Damages set forth in Clause 17.8.1 may be assessed and specified forthwith by the Independent Engineer; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The Concessionaire shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.9 Authority's right to take remedial measures

17.9.1 In the event the Concessionaire does not maintain and/or repair the Project Highway or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. For the avoidance of doubt, the right of the Authority under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8.

17.9.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 17.9.1 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.9.2 and debit the same to O&M Expenses.

17.10 Overriding powers of the Authority

17.10.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the





Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

17.10.2 In the event that the Concessionaire, upon notice under Clause 17.10.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 17.10.2 and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 17.9 along with the Damages specified therein.

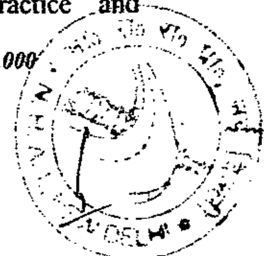
17.10.3 In the event of a national emergency, civil commotion or any other act specified in Clause 34.3, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it or as directed by the Government, and exercise such control over the Project Highway or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 34. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.10, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

17.11 Restoration of loss or damage to Project Highway

Save and except as otherwise expressly provided in this Agreement, in the event that the Project Highway or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project Highway conforms to the provisions of this Agreement.

17.12 Modifications to the Project Highway

The Concessionaire shall not carry out any material modifications to the Project Highway save and except where such modifications are necessary for the Project Highway to operate in conformity with the Specifications and Standards, Maintenance Requirements, Good Industry Practice and





Applicable Laws: provided that the Concessionaire shall notify the Independent Engineer of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Independent Engineer may make within 15 (fifteen) days of receiving the Concessionaire's proposal. For the avoidance of doubt, all modifications made hereunder shall comply with the Specifications and Standards. Applicable Laws and the provisions of this Agreement.

17.13 Excuse from performance of obligations

The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project Highway is not available to traffic on account of any of the following for the duration thereof:

(a) an event of Force Majeure;

(b) measures taken to ensure the safe use of the Project Highway except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or

(c) compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Project Highway.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project Highway open to traffic provided they can be operated safely.

17.14 Barriers and diversions

The Authority shall procure that during the Operation Period, no barriers are erected or placed by any Government Instrumentality on the Project Highway except for reasons of Emergency, national security, law and order or collection of inter-state taxes. The Authority shall also make best endeavours to procure that no Government Instrumentality shall undertake or cause to be undertaken, except for reasons of Emergency, national security or law and order, any diversions of traffic from, or closing down of approach roads to the Project Highway that may cause a material adverse effect on the flow of traffic to and from the Project Highway.

17.15 Advertising on the Site

The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site if such advertising, display or hoarding shall be visible to the Users while driving on such Highway; provided that this restriction shall not apply to the Toll Plazas, rest areas, bus shelters and telephone booths located on the Project Highway if the advertising thereon does not, in the opinion of the Authority, distract the Users or violates extant guidelines of MoRTH. All advertising on the Project Highway shall also conform to Good Industry Practice. For the avoidance of





doubt, it is agreed that the rights of the Concessionaire hereunder shall be subject to Applicable Laws, as in force and effect from time to time, and no compensation shall be claimed on account thereof.





ARTICLE 18

SAFETY REQUIREMENTS

18.1 Safety Requirements

18.1.1 The Concessionaire shall comply with the provisions of this Agreement. Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project Highway, and shall comply with the safety requirements set forth in Schedule-L (the "**Safety Requirements**").

18.1.2 The Authority shall appoint an experienced and qualified firm or organisation (the "**Safety Consultant**") for carrying out safety audit of the Project Highway in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

18.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken in accordance with the provisions of Article 16. Costs and expenses on works and services not covered hitherto before and arising out of Safety Requirements shall, subject to the provisions of Clause 16.3.2, be borne from out of a dedicated safety fund (the "**Safety Fund**") to be funded, owned and operated by the Authority or a substitute thereof.





ARTICLE 19

MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly status reports

During Operation Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the Independent Engineer a monthly report stating in reasonable detail the condition of the Project Highway including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements, and shall promptly give such other relevant information as may be required by the Independent Engineer. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

19.2 Inspection

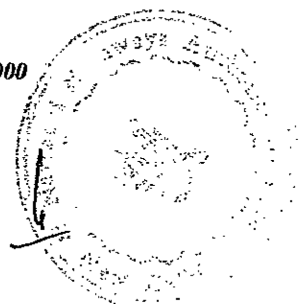
The Independent Engineer shall inspect the Project Highway at least once a month. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual, the Maintenance Programme and Safety Requirements, and send a copy thereof to the Authority and the Concessionaire within 7 (seven) days of such inspection.

19.3 Tests

For determining that the Project Highway conforms to the Maintenance Requirements, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Independent Engineer and furnish the results of such tests forthwith to the Independent Engineer. One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire.

19.4 Remedial measures

19.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause 19.3 and furnish a report in respect thereof to the Independent Engineer and the Authority within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Concessionaire shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.





19.4.2 The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project Highway into compliance with the Maintenance Requirements and the procedure set forth in this Clause 19.4 shall be repeated until the Project Highway conforms to the Maintenance Requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 17.8.

19.5 Monthly Fee Statement

During the Operation Period, the Concessionaire shall furnish to the Authority, within 7 (seven) days of completion of each month, a statement of Fee substantially in the form set forth in Schedule-M (the "**Monthly Fee Statement**"). The Concessionaire shall also furnish to the Authority such other information as the Authority may reasonably require, at specified intervals, in discharge of its statutory functions.

19.6 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each day, send to the Authority and the Independent Engineer, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project Highway relating to the safety and security of the Users and Project Highway. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 19.6, accidents and unusual occurrences on the Project Highway shall include:

(a) death or injury to any person;

(b) damaged or dislodged fixed equipment;

(c) any obstruction on the Project Highway, which results in slow down of the services being provided by the Concessionaire;

(d) disablement of any equipment during operation;

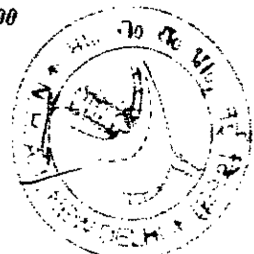
(e) communication failure affecting the operation of Project Highway;

(f) smoke or fire;

(g) flooding of Project Highway; and

(h) such other relevant information as may be required by the Authority or the Independent Engineer.





ARTICLE 20

TRAFFIC REGULATION

20.1 Traffic regulation by the Concessionaire

The Concessionaire shall regulate traffic on the Project Highway in accordance with the Applicable Laws, and subject to the supervision and control of the State authorities or a substitute thereof empowered in this behalf under the Applicable Laws.

20.2 Police assistance

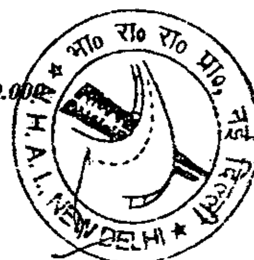
For regulating the use of Project Highway in accordance with the Applicable Laws and this Agreement, the Authority shall assist the Concessionaire in procuring police assistance from the State Police Department or a substitute thereof. The police assistance shall include setting up of a traffic aid post (the "**Traffic Aid Post**") at each of the Toll Plazas with a mobile Police squad for round-the-clock patrolling of the Project Highway.

20.3 Buildings for Traffic Aid Posts

The Concessionaire shall, in accordance with the type designs prescribed for such police outpost buildings by the State Government or a substitute thereof, construct buildings not exceeding 25 (twenty five) square metres of plinth area, for each of the Traffic Aid Posts, and hand them over to the Authority no later than 60 (sixty) days prior to the Scheduled Four/Six - Laning Date. The Traffic Aid Posts shall be deemed to be part of the Site and shall vest in the Authority.

20.4 Recurring expenditure on Police assistance

On or before the Scheduled Four/Six -Laning Date, the Concessionaire shall provide to the State Police Department or a substitute thereof one Jeep or similar vehicle in good working condition along with chauffeurs for round-the-clock patrolling as set forth in Clause 20.2 and shall meet the operating costs of such vehicle including the salaries and allowances of the chauffeurs. For the avoidance of doubt, it is agreed that the Concessionaire shall not be liable for any other expenditure incurred by the State Police Department or a substitute thereof.





ARTICLE 21

EMERGENCY MEDICAL AID

21.1 Medical Aid Posts

For providing emergency medical aid during the Operation Period, as set forth in this Agreement, the Concessionaire shall assist the State Government or a substitute thereof to be designated by the Authority in setting up and operating a medical aid post (the "**Medical Aid Post**") at each of the Toll Plazas with round-the-clock ambulance services for victims of accidents on the Project Highway.

21.2 Buildings for Medical Aid Posts

The Concessionaire shall, at its cost and in accordance with the type designs prescribed for such buildings by the State Medical Department (or a substitute thereof to be designated by the Authority), construct an aid post building and 2 (two) residential quarters, and hand them over to the Authority, no later than 30 (thirty) days prior to Scheduled Four/Six-Laning Date. The Medical Aid Post(s) shall be deemed to be part of the Site and shall vest in the Authority.

21.3 Recurring expenditure on Medical Aid Posts

On or before COD, the Concessionaire shall provide to the State Medical Department or a substitute thereof to be designated by the Authority one ambulance in good working condition along with chauffeurs for round-the-clock ambulance services as set forth in Clause 21.1 and meet the operating costs of such ambulance including the salaries and allowances of the chauffeurs. The Concessionaire shall also reimburse to the State Medical Department (or a substitute thereof to be designated by the Authority) the actual expenditure incurred by it in each Accounting Year on the medical equipment, and the pay and allowances of up to 2 (two) medical personnel deployed exclusively for the Medical Aid Posts and ambulance, and shall maintain the Medical Aid Post buildings in accordance with Good Industry Practice. For the avoidance of doubt, it is agreed that the Concessionaire shall not be liable for any other expenditure incurred by the State Medical Department or a substitute thereof to be designated by the Authority.





ARTICLE 22

TRAFFIC CENSUS AND SAMPLING

22.1 Traffic census

The Concessionaire shall install, maintain and operate electronic/computerised traffic counters at each of the Toll Plazas and collect data relating to the number and types of vehicles using the Project Highway. The Concessionaire shall also install, maintain and operate weighing platforms (weigh-in-motion type) for recording, on a sample basis, the weight of commercial goods vehicles using the Project Highway. A weekly statement of such data shall be compiled and furnished forthwith by the Concessionaire to the Authority substantially in the form specified in Schedule-N.

22.2 Traffic survey

The Authority may require the Concessionaire to conduct, during each year of the Concession Period, a detailed traffic survey at such frequency and on such days as the Authority may specify, provided that the cumulative period of such survey shall not exceed 14 (fourteen) days in a year. The Concessionaire shall, at its own cost, carry out or cause to be carried out, the survey in the form and manner reasonably specified by the Authority and furnish a detailed report thereof within 15(fifteen) days of the completion of each survey. For the avoidance of doubt, the Authority may also conduct traffic surveys, in such manner as it deems fit and at its own cost, through any agency designated by it for this purpose.

22.3 Traffic sampling

22.3.1 For determining the actual traffic on the Project Highway, the Authority shall be entitled to inspect the relevant records of the Concessionaire, and may, at its own cost, undertake traffic sampling substantially in the manner set forth in Schedule-O at such frequency as it may deem appropriate, but in no case for less than a continuous period of 7 (seven) days. The Concessionaire shall provide such assistance as the Authority may reasonably require for such traffic sampling.

22.3.2 If the traffic sampling pursuant to this Clause 22.3 demonstrates that the actual traffic is more than the traffic reported by the Concessionaire, the traffic determined by the traffic sampling shall be deemed to be the traffic for purposes of this Agreement and in the event of any Dispute relating to the traffic sampling, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, Realisable Fee for any comparable period shall be calculated with reference to the traffic determined hereunder.

22.4 Computer systems and network

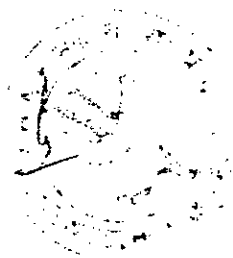
The Concessionaire shall install, operate and maintain a computer system with round-the-clock connections to the networks of the Authority and other





related entities for exchange of data and information useful or necessary for efficient and transparent regulation and management of traffic. For this purpose, it shall follow such protocol for Electronic Data Interchange (the "**EDI**") as the Authority may specify. For the avoidance of doubt, it is agreed that the form specified in Schedule-N may be modified by the Authority from time to time for conforming to the requirements and output of EDI.





ARTICLE 23

INDEPENDENT ENGINEER

23.1 Appointment of Independent Engineer

The Authority shall appoint a consulting engineering firm from a panel of 10 (ten) firms or bodies corporate, constituted by the Authority substantially in accordance with the selection criteria set forth in Schedule-P, to be the independent consultant under this Agreement (the "**Independent Engineer**"). The appointment shall be made no later than 90 (ninety) days from the date of this Agreement and shall be for a period of 3 (three) years. On expiry or termination of the aforesaid period, the Authority may in its discretion renew the appointment, or appoint another firm from a fresh panel constituted pursuant to Schedule-P to be the Independent Engineer for a term of 3 (three) years, and such procedure shall be repeated after expiry of each appointment.

23.2 Duties and functions

23.2.1 The Independent Engineer shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule-Q.

23.2.2 The Independent Engineer shall submit regular periodic reports (at least once every month) to the Authority in respect of its duties and functions set forth in Schedule-Q.

23.3 Remuneration

The remuneration, cost and expenses of the Independent Engineer shall be paid by the Authority and subject to the limits set forth in Schedule-P, one-half of such remuneration, cost and expenses shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receiving a statement of expenditure from the Authority.

23.4 Termination of appointment

23.4.1 The Authority may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Clause 23.1.

23.4.2 If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the



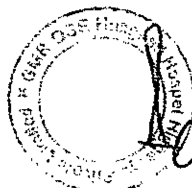
appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 23.1.

23.5 Authorised signatories

The Authority shall require the Independent Engineer to designate and notify to the Authority and the Concessionaire up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

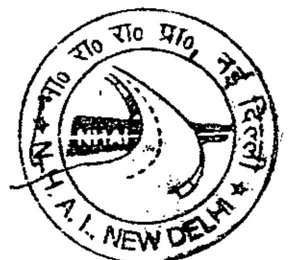
23.6 Dispute resolution

If either Party disputes any advice, instruction, decision, direction or award of the Independent Engineer, or, as the case may be, the assertion or failure to assert jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.



Part IV
Financial Covenants





ARTICLE 24

FINANCIAL CLOSE

24.1 Financial Close

24.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 120 (one hundred and twenty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay, or for a further period not exceeding 200 (two hundred) days, subject to payment of Damages specified in Clause 4.3; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.

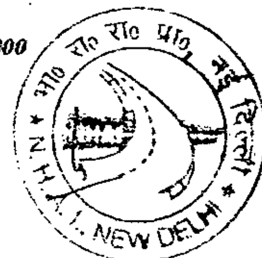
24.1.2 The Concessionaire shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

24.2 Termination due to failure to achieve Financial Close

24.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 34.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 24.1.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. For the avoidance of doubt, it is agreed that in the event the Parties hereto have, by mutual consent, determined the Appointed Date to precede the Financial Close, the provisions of this Clause 24.2.1 shall not apply.

24.2.2 Upon Termination under Clause 24.2.1, the Authority shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages; provided, however, that if Financial Close has not occurred solely as a result of the Authority being in default of any of its obligations under Clause 4.2, it shall, upon Termination, return the Bid Security forthwith along with the





Damages due and payable under Clause 4.2. For the avoidance of doubt, it is expressly agreed that if the Bid Security shall have been substituted by Performance Security, the Authority shall be entitled to encash therefrom an amount equal to Bid Security.





ARTICLE 25

GRANT

25.1 Grant

25.1.1 The Authority agrees to provide to the Concessionaire cash support by way of an outright grant equal to the sum set forth in the Bid, namely, Rs. Rs.340.92 Crore (Rupees in words Rupees Three Hundred Forty Crore and Ninety Two Lakhs only), in accordance with the provisions of this Article 25 (the "**Grant**").

25.1.2 The Grant shall be disbursed to the Concessionaire by way of Equity Support in accordance with the provisions of Clause 25.2.

25.2 Equity Support

25.2.1 Subject to the conditions specified in this Clause 25.2, the Grant shall be credited to the Escrow Account and shall be applied by the Concessionaire for meeting the Total Project Cost (the "**Equity Support**").

25.2.2 The Equity Support shall not exceed the sum specified in the Bid and as accepted by the Authority, but shall in no case be greater than the Equity, and shall be further restricted to a sum not exceeding 40% (forty per cent) of the Total Project Cost. For the avoidance of doubt, the Total Project Cost to be reckoned for the purposes of this Clause 25.2.2 shall include Equity Support.

25.2.3 Equity Support shall be due and payable to the Concessionaire after it has expended the Equity, and shall be disbursed proportionately along with the loan funds thereafter remaining to be disbursed by the Senior Lenders under the Financing Agreements. The Authority shall disburse each tranche of the Equity Support as and when due, but no later than 15 (fifteen) days of receiving a request from the Concessionaire along with necessary particulars.

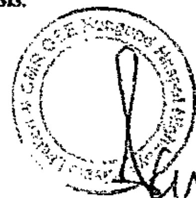
25.2.4 In the event of occurrence of a Concessionaire Default, disbursement of Equity Support shall be suspended till such Concessionaire Default has been cured by the Concessionaire.

25.3 O&M Support Deleted

25.3.1

PREMIUM

25.4 Deleted





ARTICLE 26

CONCESSION FEE

26.1 Concession Fee

In consideration of the grant of Concession, the Concessionaire shall pay to the Authority by way of concession fee (the "**Concession Fee**") a sum of Re. 1 (Rupee one) per annum.

26.2 Deleted

26.3 Deleted

26.4 Deleted

26.5 Deleted



ARTICLE 27

USER FEE

27.1 Collection and appropriation of Fee

27.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users subject to and in accordance with this Agreement and the National Highways Fee (Determination of Rates and Collection) Rules, 2008 (the "**Fee Rules**"); provided that for ease of payment and collection, such Fee shall be rounded off to the nearest 5 (five) rupees in accordance with the Fee Rules; provided further that the Concessionaire may determine and collect Fee at such lower rates as it may, by public notice to the Users, specify in respect of all or any category of Users or vehicles.

27.1.2 The Parties acknowledge that a notification for levy and collection of Fee shall be issued by the Government under Section 8A of the Act read with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008 (the "**Fee Notification**") within 90 (ninety) days hereof, substantially in the form set forth in Schedule-R.

27.1.3 The Concessionaire acknowledges and agrees that upon payment of Fee, any User shall be entitled to use the Project Highway and the Concessionaire shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement.

27.1.4 The Concessionaire acknowledges and agrees that any User who is not liable for payment of the Fee shall be entitled to use the Project Highway without any restrictions, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement. For the avoidance of doubt, the Concessionaire hereby acknowledges that Exempted Vehicles are not liable to payment of Fee.

27.2 Revision of Fee

27.2.1 The Parties hereto acknowledge and agree that the Fee shall be revised annually on April 1 subject to and in accordance with the provisions of the Fee Rules; provided, however, that no revision shall be effected within a period of 6 (six) months from the date of the preceding revision of Fee.

27.2.2 Deleted

27.2.3 The Concessionaire hereby acknowledges and agrees that it is not entitled to any revision of Fee or other relief from the Authority or any Government Instrumentality except in accordance with the express provisions of this Agreement.

27.3 Exemption for Local Users



The Concessionaire shall not collect any Fee from a Local User for non-commercial use of the Project Highway, and shall issue a pass in respect thereof for commuting on a section of the Project Highway as specified in such pass and for crossing the Toll Plaza specified therein. For carrying out the provisions of this Clause 27.3, the Concessionaire shall formulate, publish and implement an appropriate scheme, and make such modifications to the scheme as may reasonably be suggested by the Authority or by Local Users from time to time; provided that for defraying its expenses on issuing of passes and handling of Local Users, the Concessionaire shall be entitled to charge a monthly fee of Rs.150 (Rupees one hundred and fifty), with reference to the base year 2007-08, to be revised annually in accordance with the Fee Rules to reflect the variation in WPI, and then rounded off to the nearest 5 (five) rupees; provided further that no passes will be required or Fee collected from a vehicle that uses part of the Project Highway and does not cross a Toll Plaza.

27.4 Free use of service road

27.4.1 The Concessionaire shall not permit entry of Local Users, Tractors, animal-drawn vehicles, three-wheelers and Motor Cycles on the carriageway of the Project Highway where a service road or alternative road is available in conformity with the provisions of Fee Rules; provided that a Motor Cycle shall be permitted to use such carriageway upon payment of Fee. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to set up temporary or permanent Fee collection booths, entry barriers or such other restrictions on the service roads, as may reasonably be necessary for preventing evasion of Fee by vehicles which are otherwise liable to payment of Fee.

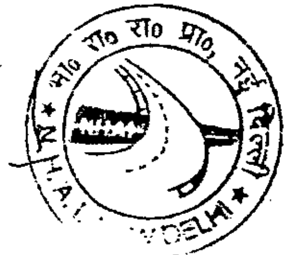
27.4.2 Any motorised vehicle, not being a Tractor, animal-drawn vehicle, three-wheeler, Motor Cycle or a vehicle of Local User, using the service road forming part of the Project Highway shall be liable to payment of Fee as if it was using the Project Highway. For the avoidance of doubt, a vehicle which is not liable to payment of Fee for use of any section of the Project Highway shall not be required to pay Fee if it is using a service road in that section of the Project Highway.

27.5 Discounted Fee for frequent Users

27.5.1 The Concessionaire shall, upon request from any person, issue a return pass on payment of a sum equal to 150% (one hundred and fifty per cent) of the Fee payable for the respective vehicle if it were to undertake a single one-way trip on the Project Highway. Such return pass shall entitle the specified vehicle to undertake a return journey within 24 (twenty four) hours from the time of payment of Fee.

27.5.2 The Concessionaire shall, upon request from any person for issue of 50 (fifty) or more one-way toll tickets, issue such tickets at a discounted rate equivalent to two-thirds of the Fee payable for the respective vehicle. Such discounted tickets shall entitle the specified vehicle to commute on the Project Highway by using one ticket for a single one-way trip at any time





during a period of one month from the date of payment of Fee .

27.6 Reappropriation of excess Fee

27.6.1 In the event that the average daily traffic of PCUs in any Accounting Year shall have reached a level equivalent to 120% (one hundred and twenty percent) of the designed capacity specified in Clause 29.2.3 (the "**Traffic Cap**"), the Fee levied and collected from the traffic exceeding the Traffic Cap shall, notwithstanding anything to the contrary contained in this Agreement, be deemed to be due and payable to the Authority in accordance with the provisions of Clause 27.6.2.

27.6.2 If traffic in any Accounting Year exceeds the Traffic Cap, the Concessionaire shall be entitled to collect and appropriate the Realisable Fee for traffic not exceeding the Traffic Cap and for all traffic exceeding the Traffic Cap, the Concessionaire shall collect and deposit the same into the Safety Fund within 60 (sixty) days of the close of the relevant Accounting Year; provided that the balance remaining in respect of the excess traffic of the last Accounting Year of the Concession Period shall be credited to the Safety Fund within 30 (thirty) days of the Transfer Date.

27.7 Tolling Contractor

The Concessionaire may appoint a Tolling Contractor or any other person to collect the Fee for and on behalf of the Concessionaire, provided that notwithstanding such appointment, the Concessionaire shall be and remain solely liable and responsible for the collection of Fee in accordance with this Agreement and its deposit into the Escrow Account and for compliance with the provisions of this Agreement.

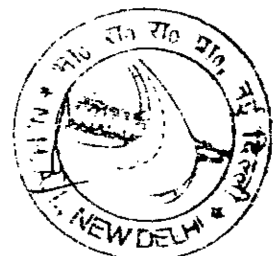
27.8 Fee collection points

Fee shall ordinarily be collected at the Toll Plazas from vehicles crossing the Toll Plazas and using the whole or part of the Project Highway; provided that for preventing evasion of Fee by any vehicle circumventing one or both of the Toll Plazas and using the whole or part of the Project Highway located between such Toll Plazas, the Concessionaire shall be entitled to set up at its own risk and cost, and in consultation with the Independent Engineer, its temporary or permanent Fee collection booths, as may reasonably be necessary for preventing such evasion. For the avoidance of doubt, the Concessionaire hereby acknowledges and agrees that it shall not determine or collect Fee from Users who only use part of the Project Highway which is situated between the two Toll Plazas. It is further acknowledged and agreed that the restrictions hereunder shall not extend beyond a distance of 10 (ten) kilometres from the Toll Plazas and the provisions of this Clause 27.8 shall be so enforced as to minimise inconvenience to Users who are not liable to payment of Fee.

27.9 Additional charge for evasion of Fee

In the event that any vehicle uses the Project Highway without payment of





Fee due, the Concessionaire shall be entitled to determine and collect from such vehicle the Fee due and an equivalent amount towards predetermined liquidated damages for unauthorised use of the Project Highway; provided that the determination and collection of such liquidated damages shall be at the risk and cost of the Concessionaire and the Authority shall not in any manner be liable on account thereof; provided that upon failure of the driver of such vehicle to pay Fee, the Concessionaire may prevent such vehicle from using the Project Highway and may have such vehicle removed therefrom.

27.10 Additional fee for overloaded vehicles

Without prejudice to the liability incurred under the Applicable Laws by any person driving a vehicle that is loaded in excess of the permissible limit set forth in such laws, the Concessionaire may recover Fee for such overloaded vehicle at the rate applicable to the next higher category of vehicles.

Provided that such Fee shall be levied on the basis of actual Gross Vehicle Weight as measured by a standardised static weighing machine to be installed by the Concessionaire at each of the Toll Plazas and where no such weighing machine has been installed, the Concessionaire shall not be entitled to collect Fee for the next higher category of vehicles.

Provided further that upon detection of overloading, the Concessionaire shall prevent the vehicle from using the Project Highway until the excess load has been removed from such vehicle and the Authority shall not be liable for any act of omission of the Concessionaire in relation to such vehicle or person driving such vehicle.

27.11 Display of Fee rates

27.11.1 The Concessionaire shall, one kilometre before the Toll Plaza, 500 (five hundred) metres before the Toll Plaza and 50 (fifty) metres before entry to the Toll Plazas, prominently display the applicable rates of Fee for information of Users approaching the Toll Plaza and shall also publish and display such other information in such manner as may be prescribed under the Fee Rules.

27.11.2 The Concessionaire shall, from time to time, inform the Authority of the applicable Fee and the detailed calculation thereof. Such information shall be communicated at least 15 (fifteen) days prior to the revision of Fee under and in accordance with the Fee Rules.

27.11.3 The Concessionaire shall not revise, display or collect any amounts in excess of the rates of Fee payable under the Fee Rules. In the event any excess amounts are collected by or on behalf of the Concessionaire, it shall, upon receiving a notice to this effect from the Authority, refund such excess amounts to the Authority along with Damages equal to 25% (twenty five percent) thereof.





ARTICLE 28

REVENUE SHORTFALL LOAN

28.1 Revenue Shortfall Loan

28.1.1 If the Realisable Fee in any Accounting Year shall fall short of the Subsistence Revenue as a result of an Indirect Political Event, a Political Event or an Authority Default, as the case may be, the Authority shall, upon request of the Concessionaire, provide a loan for meeting such shortfall (the "**Revenue Shortfall Loan**") at an interest rate equal to 2% (two per cent) above the Bank Rate.

28.1.2 If the half-yearly results of the Concessionaire indicate that the shortfall referred to in Clause 28.1.1 and contemplated for an Accounting Year has arisen in respect of the first 6 (six) months thereof, the Concessionaire shall be entitled to a provisional Revenue Shortfall Loan; provided that, no later than 60 (sixty) days after the close of such Accounting Year, the Concessionaire shall either repay the provisional loan with interest or adjust it against the Revenue Shortfall Loan, if any, as may be due to it under this Clause 28.1.

28.1.3 The Authority shall disburse the Revenue Shortfall Loan or the provisional Revenue Shortfall Loan, as the case may be, within 30 (thirty) days of receiving a valid request from the Concessionaire along with the particulars thereof including a detailed account of the Indirect Political Event, Political Event or the Authority Default, as the case may be, and its impact on the collection of Fee.

28.2 Repayment of Revenue Shortfall Loan

A sum equal to 50% (fifty per cent) of the 'profit before tax' of the Concessionaire, as and when made, shall be earmarked for repayment of the Revenue Shortfall Loan and interest thereon, and paid by the Concessionaire to the Authority within 90 (ninety) days of the close of the Accounting Year in which such profits have been made; provided that the Concessionaire shall repay the entire Revenue Shortfall Loan and interest thereon no later than one year prior to the expiry of the Concession Period and in the event that any sum remains due or outstanding at any time during such period of one year, the Authority shall be entitled to terminate this Agreement forthwith. For the avoidance of doubt, it is agreed that the repayment of Revenue Shortfall Loan shall be in accordance with and subject to the provisions of Article 31.





ARTICLE 29

EFFECT OF VARIATIONS IN TRAFFIC GROWTH

29.1 Effect of variations in traffic growth

29.1.1 The Authority and the Concessionaire acknowledge that the traffic as on October 1, 2020 (the "**Target Date**") is estimated to be 57623 PCUs per day (the "**Target Traffic**"), and hereby agree that for determining the modifications to the Concession Period under this Article 29, the actual traffic on the Target Date shall be derived by computing the average of the traffic as determined by traffic sampling to be undertaken, in accordance with Clause 22.3, on the date that falls one year prior to the Target Date, on the Target Date and on the first anniversary of the Target Date (the "**Actual Average Traffic**"). For the avoidance of doubt, it is agreed that traffic sampling shall be undertaken for a continuous period of 7 (seven) days during anytime within 15 (fifteen) days prior to the date specified herein and the average thereof shall be deemed to be the actual traffic. It is further agreed that if the Project Highway shall have two or more Toll Plazas, the average traffic thereof shall be computed for determining the Actual Average Traffic hereunder.

29.1.2 In the event that the Actual Average Traffic shall have fallen short of the Target Traffic by more than 2.5% (two point five per cent) thereof or exceeded the Target Traffic by more than 2.5% (two point five per cent) thereof, the Concession Period shall be deemed to be modified in accordance with Clause 29.2. For the avoidance of doubt, in the event of any Dispute relating to Actual Average Traffic, the Dispute Resolution Procedure shall apply.

29.2 Modification in the Concession Period

29.2.1 Subject to the provisions of Clause 29.1.2, in the event Actual Average Traffic shall have fallen short of the Target Traffic, then for every 1% (one per cent) shortfall as compared to the Target Traffic, the Concession Period shall, subject to payment of Concession Fee in accordance with this Agreement, be increased by 1.5% (one point five per cent) thereof; provided that such increase in Concession Period shall not in any case exceed 20% (twenty per cent) of the Concession Period. For the avoidance of doubt, and by way of illustration, it is agreed that in the event of a shortfall of 10.6% (ten point six per cent) in Target Traffic, the Concession Period shall be increased by 15% (fifteen per cent) thereof.

29.2.2 Subject to the provisions of Clause 29.1.2, in the event Actual Average Traffic shall have exceeded the Target Traffic, then for every 1% (one per cent) excess as compared to the Target Traffic, the Concession Period shall be reduced by 0.75% (zero point seven five per cent) thereof; provided that such reduction in Concession Period shall not in any case exceed 10% (ten per cent) thereof. For the avoidance of doubt and by way of illustration, it is agreed that in the event of an excess of 8.7% (eight point seven per cent) in



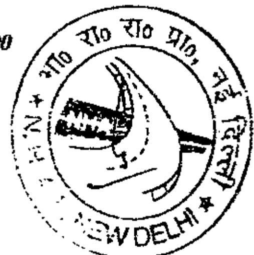
Target Traffic, the Concession Period shall be reduced by 6% (six per cent) thereof:

Provided further that in lieu of a reduction in Concession Period under this Clause 29.2.2, the Concessionaire may elect to pay, in addition to the Concession Fee that would be due and payable if the Concession Period were not reduced hereunder, a premium equal to 25% (twenty five per cent) of the Realisable Fee in the respective year(s), and upon notice given to this effect by the Concessionaire no later than 2 (two) years prior to the Transfer Date contemplated under this Clause 29.2.2, the Authority shall waive the reduction in Concession Period hereunder and recover the Concession Fee and the aforesaid premium for the period waived hereunder.

29.2.3 "Notwithstanding anything to the contrary contained in this agreement, if the average daily traffic of PCU's in any accounting year shall exceed the designed capacity of the project highway, the authority at it's option may cause preparation of a detailed project report (DPR). The said DPR, inter-alia will assess the cost as may have to be incurred for augmenting the capacity of the project highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian roads congress publication or any substitute thereof and extension of concession period, if any, that may be required to yield the concessionaire a post-tax return on equity (Equity IRR) of 16% per annum, such assessment being made at an assumed debt:equity ratio of 70:30. Such extension of Concession period shall be however limited to 5 (five) years. For avoidance of doubt it is stated that there shall be no reduction in the concession period as originally accepted. The authority may thereafter, at their sole option, issue a notice to the Concessionaire; (to be responded within a period of three months from the date of such notice), to undertake within six months of such notice, augmentation so determined by the authority. For this purpose, all realizable fees that shall accrue from three months from the date of issuance of the aforesaid notice by the Authority, requiring the Concessionaire to procure capacity augmentation under this clause, shall be included in the assessment of revenue generated against the capacity augmentation and the equity IRR calculations as aforesaid shall be so based on such revenues. On refusal or non-acceptance by the Concessionaire to undertake such augmentation, either absolutely or on such extension of concession period as assessed under the DPR, or on the failure of the Concessionaire to undertake such augmentation on the due date so intimated by the authority, an indirect political event shall be deemed to have occurred and the authority may in its discretion terminate this agreement by issuing a termination notice and making a termination payment under and in accordance with the provisions of clause 34.9.2; without the authority being liable to issue any further notice under this provision.

For the avoidance of doubt, the Parties agree that an average daily traffic of 60000 PCUs and 120000 PCUs shall be deemed to be the design capacity of the Four-Lane Project Highway and Six-Lane Project Highway respectively".





29.2.4 If the Concessionaire shall have, prior to issue of a Termination Notice under Clause 29.2.3, completed the construction works necessary for augmenting the capacity of the Project Highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the relevant provisions of the Indian Roads Congress Publication No. IRC - 64, 1990 or any substitute thereof, the Indirect Political Event specified in Clause 29.2.3 shall be deemed to have been cured.





ARTICLE 30

CONSTRUCTION OF ADDITIONAL TOLLWAY

30.1 Restriction on construction of Additional Tollway

30.1.1 Notwithstanding anything to the contrary contained in this Agreement but subject always to Clause 30.2, the Authority shall not construct, and shall procure that no Government Instrumentality shall construct or cause to be constructed, any expressway or other toll road between, *inter alia*, Hugundand Hospet i.e. km 202.000 and km 229.000 on National Highway No. 13 (collectively the "**Additional Tollway**") for use by traffic at any time before the 12th (twelfth) anniversary of the Appointed Date; For the avoidance of doubt, Additional Tollway does not include any expressway or other toll road connecting, inter alia, Hugundand and Hospet i.e. km 202.000 and km 229.000 on National Highway No.13 if the length of such expressway or toll road exceeds the length of the existing route comprising the Project Highway by 20% (twenty per cent) thereof.

30.1.2 If the Authority shall be in breach of the provisions of Clause 30.1.1, the Concessionaire shall, without prejudice to its other rights and remedies under this Agreement including Termination thereof, be entitled to receive compensation from the Authority under and in accordance with the provisions of Clause 35.4.

30.2 Modification in the Concession Period

In the event of the Authority or any Government Instrumentality constructing or causing construction of any Additional Tollway, the following shall apply:

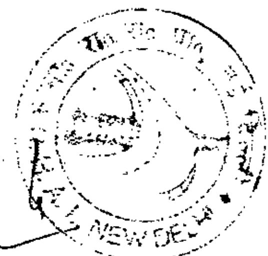
(a) Deleted

(b) Deleted

(c) if the Additional Tollway is opened to traffic between the 12th (twelfth) and 19th (Nineteenth) anniversary of the Appointed Date, the Concessionaire shall be entitled to an additional Concession Period, which shall be equal in duration to the period between the opening of the Additional Tollway and the 19th (Nineteenth) anniversary. For the avoidance of doubt, if the Additional Tollway is opened on the 17th (seventeenth) anniversary, the Concession Period shall be deemed to be 21 (twenty one) years; and

(d) if the Concession Period is to be increased in accordance with the provisions of this Clause 30.2, the same shall be added to the Concession Period due to the Concessionaire under and in accordance with all other provisions of this Agreement, save and except the provisions relating to Termination.

30.3 Minimum Fee for the Project Highway





Upon commissioning of the Additional Tollway, the Concessionaire shall continue to collect the Fee, and shall not offer any discounts or reductions in such Fee except with the prior written consent of the Authority; provided that the Concessionaire may continue, in the same form and manner, any discounts or reductions that it had offered to any general or special class of Users or vehicles for a continuous period of three years prior to the opening of the Additional Tollway to traffic.

30.4 Minimum Fee for Additional Tollway

The Authority agrees and undertakes to procure that the fee to be levied and collected during the subsistence of this Concession from any vehicle or class of vehicles using the Additional Tollway shall at no time be less than 25% (twenty five percent) higher than the Fee levied and collected from similar vehicles using the Project Highway.





ARTICLE 31

ESCROW ACCOUNT

31.1 Escrow Account

31.1.1 The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the "**Escrow Bank**") in accordance with this Agreement read with the Escrow Agreement.

31.1.2 The nature and scope of the Escrow Account are fully described in the agreement (the "**Escrow Agreement**") to be entered into amongst the Concessionaire, the Authority, the Escrow Bank and the Senior Lenders through the Lenders' Representative, which shall be substantially in the form set forth in Schedule-S.

31.2 Deposits into Escrow Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) all funds constituting the Financial Package;

(b) all Fee and any other revenues from or in respect of the Project Highway, including the proceeds of any rentals, deposits, capital receipts or insurance claims; and

(c) all payments by the Authority, after deduction of any outstanding Concession Fee:

Provided that the Senior Lenders may make direct disbursements to the EPC Contractor in accordance with the express provisions contained in this behalf in the Financing Agreements.

31.3 Withdrawals during Concession Period

31.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, *inter alia*, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;

(b) all payments relating to construction of the Project Highway, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;



(c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

(d) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

(e) Concession Fee due and payable to the Authority;

(f) monthly proportionate provision of Debt Service due in an Accounting Year;

(g) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire, including repayment of Revenue Shortfall Loan;

(h) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;

(i) any reserve requirements set forth in the Financing Agreements; and

(j) balance, if any, in accordance with the instructions of the Concessionaire.

31.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 31.3.1, except with the prior written approval of the Authority.

31.4 Withdrawals upon Termination

31.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

(a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;

(b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;

(c) outstanding Concession Fee;

(d) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire, including Premium and repayment of Revenue Shortfall Loan;

(e) retention and payments relating to the liability for defects and deficiencies set forth in Article 39;

(f) outstanding Debt Service including the balance of Debt Due;

(g) outstanding Subordinated Debt;



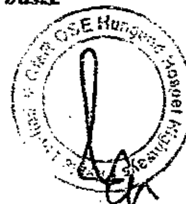
(h) incurred or accrued O&M Expenses:

(i) any other payments required to be made under this Agreement; and

(j) balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (j) of this Clause 31.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 38.

31.4.2 The provisions of this Article 31 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 31.4.1 have been discharged.





ARTICLE 32

INSURANCE

32.1 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements, and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Construction Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

32.2 Notice to the Authority

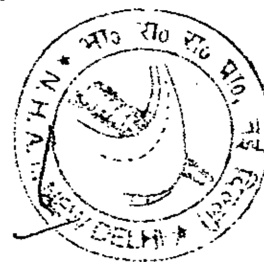
No later than 45 (forty-five) days prior to commencement of the Construction Period or the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 32. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

32.3 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 32 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

32.4 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to





either keep in force any such insurances, and pay such premia and recover the costs thereof from the Concessionaire; or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

32.5 Waiver of subrogation

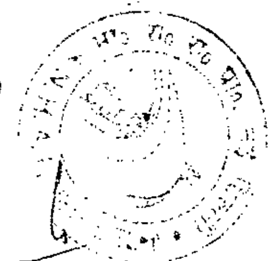
All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 32 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

32.6 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

32.7 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall, notwithstanding anything to the contrary contained in Clause 31.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Highway, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.





ARTICLE 33

ACCOUNTS AND AUDIT

33.1 Audited accounts

33.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including all Realisable Fees and other revenues derived/collected by it from or on account of the Project Highway and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

33.1.2 The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

33.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the traffic count for each category of vehicles using the Project Highway and liable for payment of Fee therefor, (b) Fee charged and received, Realisable Fee and other revenues derived from the Project Highway, and (c) such other information as the Authority may reasonably require.

33.2 Appointment of auditors

33.2.1 The Concessionaire shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 10 (ten) reputable firms of chartered accountants (the "**Panel of Chartered Accountants**"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-T. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

33.2.2 The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to the Authority, subject to the





replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.

33.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the "**Additional Auditors**") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

33.2.4 In the event that the Grant exceeds 20% (twenty per cent) of the Total Project Cost, the Authority shall have the right, but not the obligation, to appoint at its cost, for the duration of the Construction Period, another firm (the "**Concurrent Auditors**") from the Panel of Chartered Accountants to undertake concurrent audit of the Concessionaire's accounts.

33.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business including the submission of Monthly Fee Statements under Clause 19.5.

33.4 Set-off

In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

33.5 Dispute resolution

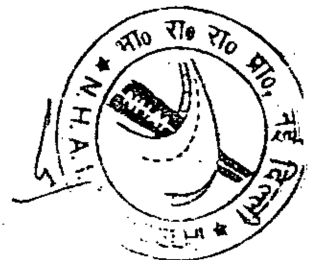
In the event of there being any difference between the findings of the Additional Auditors or the Concurrent Auditors, as the case may be, and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Authority by recourse to the Dispute Resolution Procedure.



Part V

Force Majeure and Termination





ARTICLE 34

FORCE MAJEURE

34.1 Force Majeure

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 34.2, 34.3 and 34.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

34.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

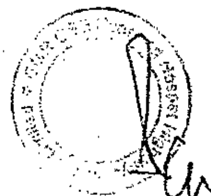
(b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project Highway for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 34.3;

(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(e) the discovery of geological conditions, toxic contamination or





archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(f) any event or circumstances of a nature analogous to any of the foregoing.

34.3. Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(c) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;

(d) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(e) any Indirect Political Event that causes a Non-Political Event; or

(f) any event or circumstances of a nature analogous to any of the foregoing.

34.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 41 and its effect, in financial terms, exceeds the sum specified in Clause 41.1;

(b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;

(c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial,





refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

(e) any event or circumstance of a nature analogous to any of the foregoing.

34.5 Duty to report Force Majeure Event

34.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 34 with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(d) any other information relevant to the Affected Party's claim.

34.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

34.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 34.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

34.6 Effect of Force Majeure Event on the Concession

34.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 24.1.1 for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure





Event.

34.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs:

(a) before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists: or

(b) after COD, whereupon the Concessionaire is unable to collect Fee despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from collection of Fee on account thereof; provided that in the event of partial collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty-five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.

34.7 Allocation of costs arising out of Force Majeure

34.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

34.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "**Force Majeure Costs**") shall be allocated and paid as follows:

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and

(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire.

For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the



Force Majeure Event, but shall not include loss of Fee revenues or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

34.7.3 Save and except as expressly provided in this Article 34, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

34.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 34, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

34.9 Termination Payment for Force Majeure Event

34.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.

34.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:

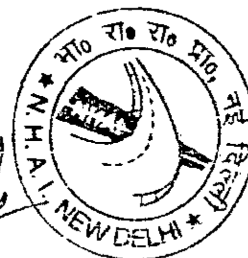
(a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and

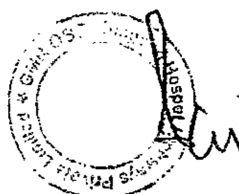
(b) 110% (one hundred and ten per cent) of the Adjusted Equity.

34.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 37.3.2 as if it were an Authority Default.

34.10 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be





finally settled in accordance with the Dispute Resolution Procedure: provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

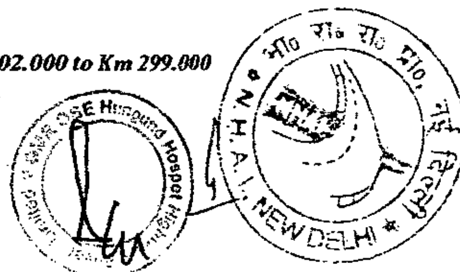
34.11 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.



ARTICLE 35

COMPENSATION FOR BREACH OF AGREEMENT

35.1 Compensation for default by the Concessionaire

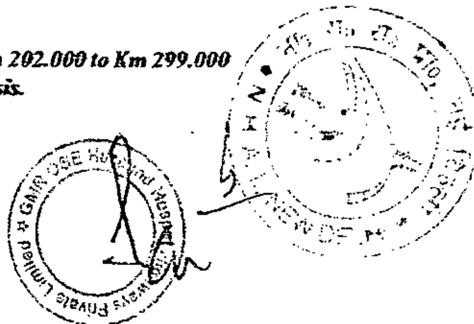
Subject to the provisions of Clause 35.6, in the event of the Concessionaire being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 35.1 for any breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority.

35.2 Compensation for default by the Authority

Subject to the provisions of Clause 35.6, in the event of the Authority being in material default or breach of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material default within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material default but shall not include loss of Fee revenues, debt repayment obligations or other consequential losses, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant.

35.3 Extension of Concession Period

Subject to the provisions of Clause 35.6, in the event that a material default or breach of this Agreement set forth in Clause 35.2 causes delay in achieving COD or leads to suspension of or reduction in collection of Fee, as the case may be, the Authority shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period, such extension being equal in duration to the period by which COD was delayed or the collection of Fee remained suspended on account thereof, as the case may be; and in the event of reduction in collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.



35.4 **Compensation for Competing Roads**

35.4.1 Subject to the provisions of Clause 35.6, in the event that an Additional Tollway or a Competing Road, as the case may be, is opened to traffic in breach of this Agreement, the Authority shall pay to the Concessionaire, for each day of breach, compensation in a sum equal to the difference between *the average daily Realisable Fee and the projected daily Fee* (the **"Projected Fee"**) until the breach is cured. The projected Fee hereunder shall be an amount equal to the Average Daily Fee, increased at the close of every month by 0.5% (zero point five per cent) thereof and revised in accordance with Clause 27.2. For the avoidance of doubt, the Average Daily Fee for the purposes of this Clause shall be the amount so determined in respect of the Accounting Year or period, as the case may be, occurring prior to such opening or operation of an Additional Tollway or a Competing Road, as the case may be.

35.4.2 Payment of compensation under this Clause 35.4 shall be deemed to cure the breach of this Agreement so long as the Authority continues to pay compensation hereunder.

35.5 **Compensation to be in addition**

Compensation payable under this Article 35 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any.

35.6 **Mitigation of costs and damage**

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.





ARTICLE 36

SUSPENSION OF CONCESSIONAIRE'S RIGHTS

36.1 Suspension upon Concessionaire Default

Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Concessionaire under this Agreement including the Concessionaire's right to collect Fee, and other revenues pursuant hereto, and (ii) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

36.2 Authority to act on behalf of Concessionaire

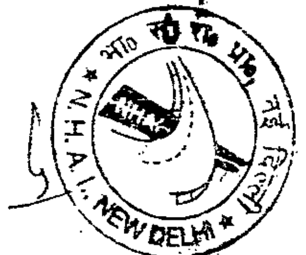
36.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all Fee and revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause 31.3.

36.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licences and sub-licences respectively, the Authority or any other person authorised by it under Clause 36.1 to use during Suspension, all Intellectual Property belonging to or licenced to the Concessionaire with respect to the Project Highway and its design, engineering, construction, operation and maintenance, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

36.3 Revocation of Suspension

36.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of





the Concessionaire under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

36.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

36.4 Substitution of Concessionaire

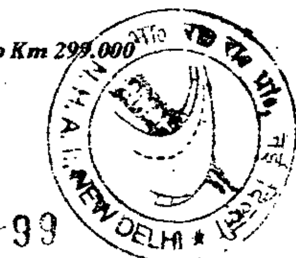
At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 36.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

36.5 Termination

36.5.1 At any time during the period of Suspension under this Article 36, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 36.4, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 37.

36.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 36.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.





ARTICLE 37

TERMINATION

37.1 Termination for Concessionaire Default

37.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

(a) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Concessionaire fails to cure, within a Cure Period of 90 (ninety) days, the Concessionaire Default for which whole or part of the Performance Security was appropriated;

(c) the Concessionaire does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-G and continues to be in default for 120 (one hundred and twenty) days;

(d) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project Highway without the prior written consent of the Authority;

(e) Project Completion Date does not occur within the period specified in Clause 12.4.3;

(f) the Punch List items have not been completed within the period set forth in Clause 14.4.1;

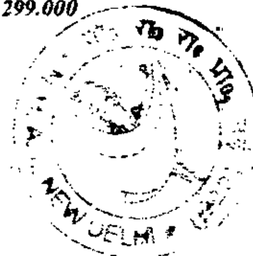
(g) the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

(h) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;

(i) an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days;

(j) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or





Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove;

(k) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

(l) the Concessionaire creates any Encumbrance in breach of this Agreement;

(m) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

(n) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(o) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;

(p) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;

(q) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;

(r) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

(s) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:

  (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;





(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and

(iii) each of the Project Agreements remains in full force and effect;

(t) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false or the Concessionaire is at any time hereafter found to be in breach thereof;

(u) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

(v) the Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or

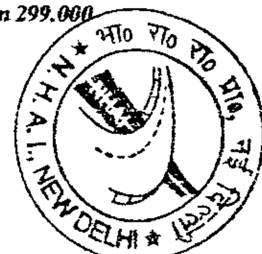
(w) the Concessionaire commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Authority.

37.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of clause 37.1.3.

37.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 37.1.2 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the





Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Concessionaire:

Provided further that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate.

37.2 Termination for Authority Default

37.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "**Authority Default**") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include:

(a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;

(b) the Authority has failed to make any payment to the Concessionaire within the period specified in this Agreement;

(c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or

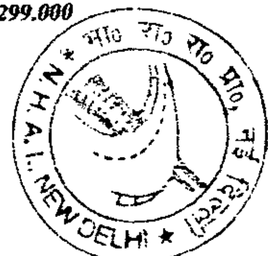
(d) the State commits a material default in complying with the provisions of the State Support Agreement if such default has a Material Adverse Effect on the Concessionaire and the breach continues for a period of 90 (ninety) days from the date of notice given in this behalf by the Concessionaire to the Authority.

37.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

37.3 Termination Payment

37.3.1 Upon Termination on account of a Concessionaire Default during the





Operation Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD.

37.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:

(a) Debt Due; and

(b) 150% (one hundred and fifty per cent) of the Adjusted Equity.

37.3.3 Termination Payment shall become due and payable to the Concessionaire within 15 (fifteen) days of a demand being made by the Concessionaire to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 3% (three per cent) above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

37.3.4 The Concessionaire expressly agrees that Termination Payment under this Article 37 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

37.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) be deemed to have taken possession and control of the Project Highway forthwith;

(b) take possession and control of all materials, stores, implements, construction plants and equipment on or about the Site;

(c) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;

(d) require the Concessionaire to comply with the Divestment Requirements set forth in Clause 38.1; and

(e) succeed upon election by the Authority, without the necessity of any





further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

37.5 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 37.3.4, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.





ARTICLE 38

DIVESTMENT OF RIGHTS AND INTEREST

38.1 Divestment Requirements

38.1.1 Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

(a) notify to the Authority forthwith the location and particulars of all Project Assets;

(b) deliver forthwith the actual or constructive possession of the Project Highway, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;

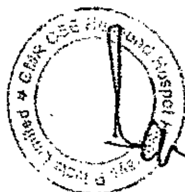
(c) cure all Project Assets, including the road, bridges, structures and equipment, of all defects and deficiencies so that the Project Highway is compliant with the Maintenance Requirements; provided that in the event of Termination during the Construction Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;

(d) deliver and transfer relevant records, reports, Intellectual Property and other licences pertaining to the Project Highway and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Project Highway and shall be assigned to the Authority free of any encumbrance;

(e) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Highway, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and

(g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project Highway, free from all Encumbrances, absolutely unto the Authority or to its nominee.





38.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the giving of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

38.2 Inspection and cure

Not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to the effective date of such Termination, the Independent Engineer shall verify, after giving due notice to the Concessionaire of the time, date and venue of such verification, compliance by the Concessionaire with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of Article 39 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 38.

38.3 Cooperation and assistance on transfer of Project

38.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

38.3.2 The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

38.3.3 The Authority shall have the option to purchase or hire from the Concessionaire at a fair market value and free from any encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 38.1.1 and is reasonably required in connection with operation of the Project. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.

38.4 Vesting Certificate

The divestment of all rights, title and interest in the Project Highway shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-U





(the "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project Highway, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project Highway on the footing that all Divestment Requirements have been complied with by the Concessionaire.

38.5 Additional Facilities

Notwithstanding anything to the contrary contained in this Agreement, all Additional Facilities shall continue to vest in the Concessionaire upon and after Termination.

38.6 Divestment costs etc.

38.6.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project Highway in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such divestment shall be borne by the Authority.

38.6.2 In the event of any dispute relating to matters covered by and under this Article 38, the Dispute Resolution Procedure shall apply.





ARTICLE 39

DEFECTS LIABILITY AFTER TERMINATION

39.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project Highway for a period of 120 (One hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer in the Project Highway during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project Highway conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.

39.2 Retention in Escrow Account

39.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 39.2.3, a sum equal to 5% (five per cent) of the total Realisable Fee for the year immediately preceding the Transfer Date shall be retained in the Escrow Account for a period of 120 (one hundred and twenty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 39.1.

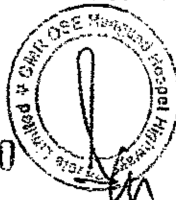
39.2.2 Without prejudice to the provisions of Clause 39.2.1, the Independent Engineer shall carry out an inspection of the Project Highway at any time between 210 (two hundred and ten) and 180 (one hundred and eighty) days prior to the Termination and if it recommends that the status of the Project Highway is such that a sum larger than the amount stipulated in Clause 39.2.1 should be retained in the Escrow Account and for a period longer than the aforesaid 120 (one hundred and twenty) days, the amount recommended by the Independent Engineer shall be retained in the Escrow Account for the period specified by it.

39.2.3 The Concessionaire may, for the performance of its obligations under this Article 39, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 39.2.1 or 39.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the "**Performance Guarantee**"), to be modified, *mutatis mutandis*, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 39. Upon furnishing of a





Performance Guarantee under this Clause 39.2.3, the retention of funds in the Escrow Account in terms of Clause 39.2.1 or 39.2.2, as the case may be, shall be dispensed with.





Part VI

Other Provisions





ARTICLE 40

ASSIGNMENT AND CHARGES

40.1 Restrictions on assignment and charges

40.1.1 Subject to Clauses 40.2 and 40.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

40.1.2 Subject to the provisions of Clause 40.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

40.2 Permitted assignment and charges

The restraints set forth in Clause 40.1 shall not apply to:

(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project Highway;

(b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, a charge on the Escrow Account, arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project Highway;

(c) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and

(d) liens or encumbrances required by any Applicable Law.

40.3 Substitution Agreement

40.3.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire pursuant to the agreement for substitution of the Concessionaire (the "**Substitution Agreement**") to be entered into amongst the Concessionaire, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule-V.

40.3.2 Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the



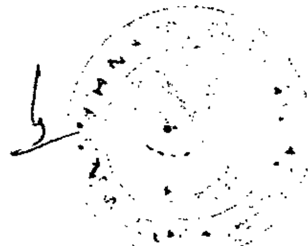


Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire; provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.

40.4 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.





ARTICLE 41

CHANGE IN LAW

41.1 Increase in costs

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.5% (zero point five percent) of the Realisable Fee in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 41.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

41.2 Reduction in costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.5% (zero point five percent) of the Realisable Fee in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law,



and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 41.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

41.3 Protection of NPV

Pursuant to the provisions of Clauses 41.1 and 41.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "**NPV**") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred.

41.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 41 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

41.5 No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users.



ARTICLE 42

LIABILITY AND INDEMNITY

42.1 General indemnity

42.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any User or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

42.1.2 The Authority will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the Authority in the land comprised in the Site, and/or (ii) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

42.2 Indemnity by the Concessionaire

42.2.1 Without limiting the generality of Clause 42.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

(b) payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or

(c) non-payment of amounts due as a result of materials or services





furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

42.2.2 Without limiting the generality of the provisions of this Article 42, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project Highway, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such licence within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

42.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 42 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

42.4 Defence of claims

42.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to





the full extent provided by this Article 42, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

42.4.2 If the Indemnifying Party has exercised its rights under Clause 42.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

42.4.3 If the Indemnifying Party exercises its rights under Clause 42.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or

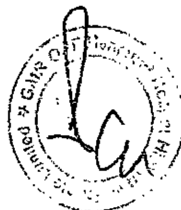
(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 42.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct





the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

42.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 42, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

42.6 Survival on Termination

The provisions of this Article 42 shall survive Termination.



ARTICLE 43

RIGHTS AND TITLE OVER THE SITE

43.1 Licensee rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site as sole licensee subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Project Highway by third parties in accordance with and subject to the provisions of this Agreement.

43.2 Access rights of the Authority and others

43.2.1 The Concessionaire shall allow free access to the Site at all times for the authorised representatives and vehicles of the Authority, Senior Lenders, and the Independent Engineer, and for the persons and vehicles duly authorised by any Government Instrumentality to inspect the Project Highway or to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

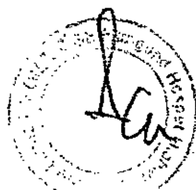
43.2.2 The Concessionaire shall, for the purpose of operation and maintenance of any utility or road specified in Article 11, allow free access to the Site at all times for the authorised persons and vehicles of the controlling body of such utility or road.

43.3 Property taxes

All property taxes on the Site shall be payable by the Authority as owner of the Site; provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Site shall not be reimbursed or payable by the Authority.

43.4 Restriction on sub-letting

The Concessionaire shall not sublicense or sublet the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project Highway.





ARTICLE 44

DISPUTE RESOLUTION

44.1 Dispute resolution

44.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 44.2.

44.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

44.2 Conciliation

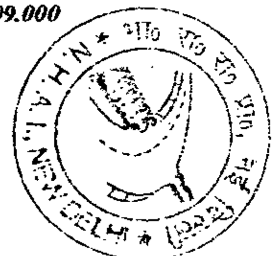
In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 44.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 44.3.

44.3 Arbitration

44.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 44.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 44.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.

44.3.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so





selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

44.3.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Article 44 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

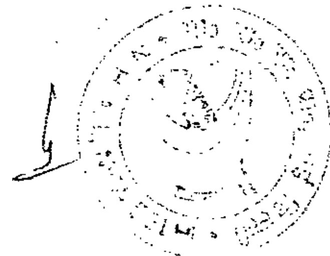
44.3.4 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

44.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

44.4 Adjudication by Regulatory Authority or Commission

In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 44.3, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.





ARTICLE 45

DISCLOSURE

45.1 Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Programme and the Maintenance Requirements (hereinafter collectively referred to as the "**Specified Documents**"), free of charge, during normal business hours on all working days at the Toll Plazas and Concessionaire's Registered Office. The Concessionaire shall prominently display at each of the Toll Plazas and toll booths, public notices stating the availability of the Specified Documents for such inspection, and shall provide copies of the same to any person upon payment of copying charges on a 'no profit no loss' basis.

45.2 Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project Highway, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

45.3 Notwithstanding the provisions of Clauses 45.1 and 45.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined hereinbelow) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 45.1 and 45.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.





ARTICLE 46

REDRESSAL OF PUBLIC GRIEVANCES

46.1 Complaints Register

46.1.1 The Concessionaire shall maintain a public relations office at each of the Toll Plazas where it shall keep a register (the "**Complaint Register**") open to public access at all times for recording of complaints by any person (the "**Complainant**"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at each Toll Plazas so as to bring it to the attention of all Users.

46.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

46.1.3 Without prejudice to the provisions of Clauses 46.1.1 and 46.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

46.2 Redressal of complaints

46.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

46.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority and to the Independent Engineer a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.



ARTICLE 47

MISCELLANEOUS

47.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

47.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

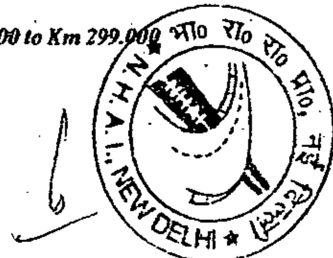
47.3 State Support Agreement

The Concessionaire acknowledges that it has received from the Authority a certified true copy of the agreement executed between MOSRTH and the State Government for providing the support and services specified therein (the "**State Support Agreement**"), and the Parties hereto agree to make their best endeavours to procure the support of the State Government.

47.4 Depreciation and Interest

47.4.1 For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in





respect of any claims for depreciation to be made by the Concessionaire under the Applicable Laws.

47.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

47.5 Delayed payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 5% (five per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

47.6 Waiver

47.6.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

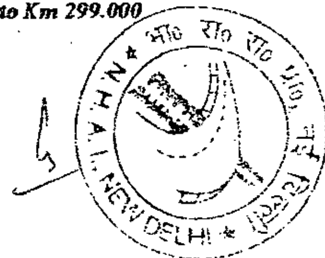
47.6.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

47.7 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the Authority or the Independent Engineer of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project Highway nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the





Applicable Laws and Applicable Permits: and

(b) the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

47.8 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

47.9 Survival

47.9.1 Termination shall:

(a) not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

47.9.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

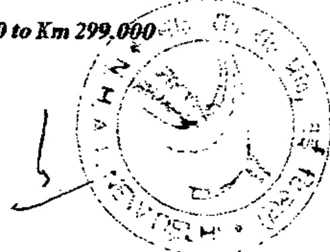
47.10 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

47.11 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate





in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

47.12 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

47.13 Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

47.14 Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

47.15 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority;

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Chairman of the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in Delhi it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by



courier; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

47.16 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

47.17 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.



ARTICLE 48

DEFINITIONS

48.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"**Additional Facilities**" means the facilities such as service stations, motels, restaurants, shopping areas and amusement parks which the Concessionaire may, in its discretion and subject to Applicable Laws, provide or procure for the benefit of the Users, and which are in addition to the Project Facilities, and not situated on the Site;

"**Additional Tollway**" shall have the meaning set forth in Clause 30.1.1;

"**Adjusted Equity**" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "**Reference Date**"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

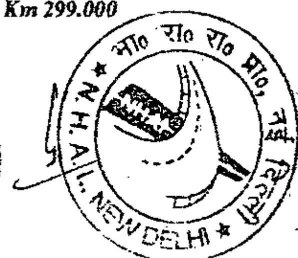
(a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;

(b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "**Base Adjusted Equity**") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date;

(c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.44% (zero point four four per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of





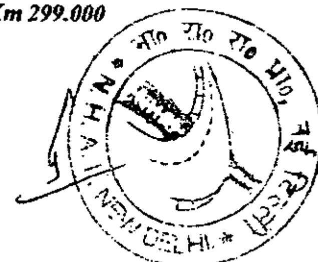
Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended; but the revision on account of WPI shall continue to be made;

"**Affected Party**" shall have the meaning set forth in Clause 34.1;

"**Agreement**" or "**Concession Agreement**" means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"**Appendix**" shall have the meaning set forth in **Clause** 10.3.1;





"**Applicable Laws**" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"**Applicable Permits**" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project Highway during the subsistence of this Agreement;

"**Appointed Date**" means the date on which Financial Close is achieved or an earlier date that the Parties may by mutual consent determine, and shall be deemed to be the date of commencement of the Concession Period. For the avoidance of doubt, every Condition Precedent shall have been satisfied or waived prior to the Appointed Date and in the event all Conditions Precedent are not satisfied or waived, as the case may be, the Appointed Date shall be deemed to occur only when each and every Condition Precedent is either satisfied or waived, as the case may be;

"**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

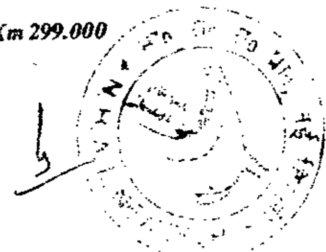
"**Associate**" or "**Affiliate**" means, in relation to either Party and/or Consortium Members, a person who controls, is controlled by, or is under the common control with such Party or Consortium Member (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"**Authority Default**" shall have the meaning set forth in Clause 37.2.1;

"**Authority Representative**" means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

"**Average Daily Fee**" means the amount arrived at after dividing the total Realisable Fee of the immediately preceding Accounting Year by 365 (three hundred and sixty five), and increasing the result thereof by 5% (five per cent);

provided that the Average Daily Fee for any period prior to completion of





the first Accounting Year following COD shall be a simple average of the Fee collected every day during the period between COD and the last day of the month preceding the date on which the event requiring calculation hereof occurred and in the event that the Fee payable by any segment of traffic has not been realised for any reason, an assessment thereof shall be made by the Independent Engineer to form part of the Average Daily Fee for such period;

"**Bank**" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders, but does not include a bank in which any Senior Lender has an interest;

"**Bank Rate**" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

"**Bid**" means the documents in their entirety comprised in the bid submitted by the Consortium in response to the Request for Proposals in accordance with the provisions thereof;

"**Bid Security**" means the security provided by the Concessionaire to the Authority along with the Bid in a sum of Rs. 18.92 crore (Rupees Eighteen crore Ninety Two Lakhs), in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

"**Bus**" means any passenger motor vehicle with a registered carrying capacity exceeding 32 (thirty two), excluding the driver;

"**COD**" or "**Commercial Operation Date**" shall have the meaning set forth in Clause 15.1;

"**Car**" means and includes any mechanical vehicle being a light motor vehicle, car, jeep, van, omnibus, or three-wheeled motor vehicle with a Gross Vehicle Weight not exceeding 7,500 (seven thousand five hundred) kilograms or a registered carrying capacity not exceeding 12 (twelve), excluding the driver, but does not include a Motor Cycle, Tractor or road roller;

"**Change in Law**" means the occurrence of any of the following after the date of Bid:

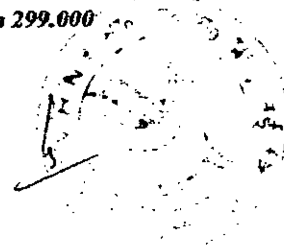
(a) the enactment of any new Indian law;

(b) the repeal, modification or re-enactment of any existing Indian law;

(c) the commencement of any Indian law which has not entered into effect until the date of Bid;

(d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a





court of record prior to the date of Bid; or

(e) any change in the rates of any of the Taxes that have a direct effect on the Project;

"**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the Consortium Members, together with their Associates, in the total Equity to decline below 51% (fifty one per cent) thereof during Construction Period and two years thereafter, provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of the selected Consortium Member to the total Equity, if it occurs prior to completion of a period two years after COD, shall constitute Change in Ownership;

"**Change of Scope**" shall have the meaning set forth in Clause 16.1;

"**Company**" means the company acting as the Concessionaire under this Agreement;

"**Competing Road**" means a road connecting the two end points of the Project Highway and serving as an alternative route thereof, such road being an existing paved road, which has been widened by more than 2 (two) metres of paved road for at least 75% (seventy five per cent) of the total length thereof at any time after the date of this Agreement, or a new road, which is constructed after such date, as the case may be, but does not include any road connecting the aforesaid two points if the length of such road exceeds the length of the Project Highway by 20% (twenty per cent) thereof;

"**Completion Certificate**" shall have the meaning set forth in Clause 14.2;

"**Concession**" shall have the meaning set forth in Clause 3.1.1;

"**Concessionaire**" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"**Concession Fee**" shall have the meaning set forth in Clause 26.1;

"**Concession Period**" means the period starting on and from the Appointed Date and ending on the Transfer Date;

"**Concessionaire Default**" shall have the meaning set forth in Clause 37.1.1;

"**Conditions Precedent**" shall have the meaning set forth in Clause 4.1.1;

"**Consortium**" shall have the meaning set forth in Recital (C);

"**Consortium Member**" means a company specified in Recital (C) as a member of the Consortium;



"**Construction Period**" means the period beginning from the Appointed Date and ending on the COD;

"**Construction Works**" means all works and things necessary to complete the Project Highway in accordance with this Agreement;

"**Contractor**" means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contract, the O&M Contract, the Tolling Contract or any other agreement or a material contract for construction, operation and/or maintenance of the Project Highway or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority or the Independent Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Independent Engineer to accord their approval;

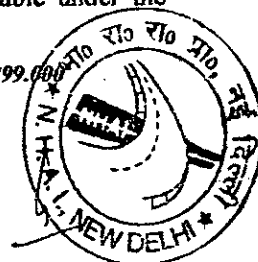
"**DBFOT**" or "**Design, Build, Finance, Operate and Transfer**" shall have the meaning set forth in Recital (B);

"**Damages**" shall have the meaning set forth in Sub-clause (w) of Clause 1.2.1;

"**Debt Due**" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "**principal**") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;

(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the





Financing Agreements to any Senior Lender; and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and

(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;

provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

"**Debt Service**" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;

"**Development Period**" means the period from the date of this Agreement until the Appointed Date;

"**Dispute**" shall have the meaning set forth in Clause 44.1.1;

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes set forth in Article 44;

"**Divestment Requirements**" means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 38.1;

"**Document**" or "**Documentation**" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"**Drawings**" means all of the drawings, calculations and documents pertaining to the Project Highway as set forth in Schedule-H, and shall include 'as built' drawings of the Project Highway;

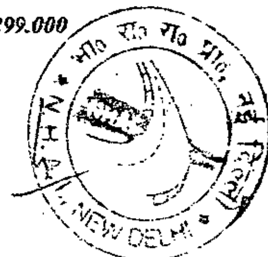
"**EPC Contract**" means the engineering, procurement and construction contract or contracts entered into by the Concessionaire with one or more Contractors for, inter alia, engineering and construction of the Project Highway in accordance with the provisions of this Agreement;

"**EPC Contractor**" means the person with whom the Concessionaire has entered into an EPC Contract;

"**Emergency**" means a condition or situation that is likely to endanger the security of the individuals on or about the Project Highway, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"**Encumbrances**" means, in relation to the Project Highway, any encumbrances such as mortgage, charge, pledge, lien, hypothecation,





security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Highway, where applicable herein but excluding utilities referred to in Clause 11.1;

"**Equity**" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and shall for the purposes of this Agreement include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component, but does not include Equity Support;

"**Equity Support**" shall have the meaning set forth in Clause 25.2.1;

"**Escrow Account**" means an Account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Escrow Account;

"**Escrow Agreement**" shall have the meaning set forth in Clause 31.1.2;

"**Escrow Bank**" shall have the meaning set forth in Clause 31.1.1;

"**Escrow Default**" shall have the meaning set forth in Schedule-S;

"**Exempted Vehicle**" means a vehicle exempted from payment of Fee under and in accordance with the Fee Rules;

"**Fee**" means the charge levied on and payable for a vehicle using the Project Highway or a part thereof, in accordance with the Fee Rules and this Agreement;

"**Fee Notification**" means the Notification to be issued by the Government, prior to the Appointed Date, in exercise of the powers conferred by Section 8A of the National Highways Act, 1956 read with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, in respect of the levy and collection of Fee during the Concession Period, substantially in the form at Schedule-R;

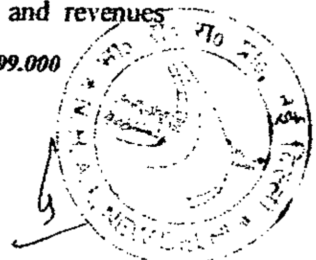
"**Fee Rules**" mean the National Highways Fee (Determination of Rates and Collection) Rules, 2008;

"**Financial Close**" means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements;

"**Financial Default**" shall have the meaning set forth in Schedule-V;

"**Financial Model**" means the financial model adopted by Senior Lenders, setting forth the capital and operating costs of the Project and revenues





therefrom on the basis of which financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;

"**Financial Package**" means the financing package indicating the total capital cost of Four/Six -Laning and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt and Equity Support, if any;

"**Financing Agreements**" means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.2;

"**Force Majeure**" or "**Force Majeure Event**" shall have the meaning ascribed to it in Clause 34.1;

"**Four/Six -Laning**" or "**Four/Six -Lane**" means the construction and completion of all works included in or constituting a Four/Six -lane Project Highway, as specified in Article 2 read with Schedule-B and Schedule-C;

"**GOI**" or "**Government**" means the Government of India;

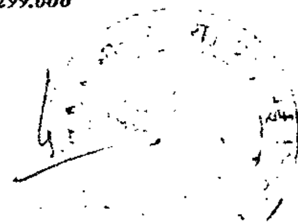
"**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"**Government Instrumentality**" means any department, division or sub-division of the Government or the State Government and includes any commission,board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project Highway or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"**Grant**" shall have the meaning set forth in Clause 25.1.1;

"**Gross Vehicle Weight**" or "**GVW**" means in respect of any vehicle the total weight of the vehicle and load certified and registered under the





Applicable Laws;

"**IRC**" means the Indian Roads Congress;

"**Indemnified Party**" means the Party entitled to the benefit of an indemnity pursuant to Article 42;

"**Indemnifying Party**" means the Party obligated to indemnify the other Party pursuant to Article 42;

"**Independent Engineer**" shall have the meaning set forth in Clause 23.1;

"**Indirect Political Event**" shall have the meaning set forth in Clause 34.3;

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 32, and includes all insurances required to be taken out by the Concessionaire under Clause 32.1 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"**Intellectual Property**" means all patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

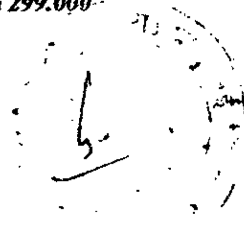
"**LOA**" or "**Letter of Award**" means the letter of award referred to in Recital (E);

"**Lead Member**" shall have the meaning set forth in Recital (C);

"**Lenders' Representative**" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"**Light Commercial Vehicle**" or "**LCV**" means any mechanical vehicle being a passenger vehicle, minibus, light goods vehicle or goods carrier with a Gross Vehicle Weight exceeding 7,500 (seven thousand five hundred) kilograms but less than 12,000 (twelve thousand) kilograms or a registered passenger carrying capacity exceeding 12 (twelve) but less than 32 (thirty two), excluding the driver, and includes a Tractor with Trailer;

"**Local User**" means a person using a vehicle registered for non-commercial purposes and used as such for commuting on a section of the Project Highway, provided that (a) such vehicle is owned by a person who resides within a distance of 20 km (twenty kilometres) from the nearest Toll Plaza;





(b) its use of such section of the Project Highway does not extend beyond a Toll Plaza other than such nearest Toll Plaza; and (c) such section of the Project Highway has no service road or alternative road; and shall include a vehicle that uses a section of the Project Highway but does not cross a Toll Plaza;

"**MORTH**" means the Ministry of, Road Transport and Highways or any substitute thereof dealing with National Highways;

"**Maintenance Manual**" shall have the meaning ascribed to it in Clause 17.3;

"**Maintenance Programme**" shall have the meaning ascribed to it in Clause 17.4.1;

"**Maintenance Requirements**" shall have the meaning set forth in Clause 17.2;

"**Material Adverse Effect**" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"**Medical Aid Post**" shall have the meaning set forth in Clause 21.1;

"**Motor Cycle**" means and includes any two-wheeled motor vehicle;

"**Multi-axle truck**" or "**Heavy Truck**" means a mechanical vehicle being any goods carrier, heavy construction machinery or earth moving equipment with a Gross Vehicle Weight exceeding 20,000 (twenty thousand) kilograms, but less than 60,000 (sixty thousand) kilograms, and includes a truck with three to six axles;

"**Nominated Company**" means a company selected by the Lenders' Representative and proposed to the Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement;

"**Non-Political Event**" shall have the meaning set forth in Clause 34.2;

"**O&M**" means the operation and maintenance of the Project Highway and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of Fee in accordance with the provisions of this Agreement;

"**O&M Contract**" means the operation and maintenance contract that may be entered into between the Concessionaire and the O&M Contractor for performance of all or any of the O&M obligations;

"**O&M Contractor**" means the person, if any, with whom the Concessionaire has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Concessionaire;



"**O&M Expenses**" means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under the O&M Contract, Tolling Contract or any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"**O&M Inspection Report**" shall have the meaning set forth in Clause 19.2;

"**O&M Support**" shall have the meaning set forth in Clause 25.3.1;

"**Operation Period**" means the period commencing from COD and ending on the Transfer Date;

"**Oversized Vehicle**" means any mechanical vehicle having 7 (seven) or more axles or a Gross Vehicle Weight exceeding 60,000 (sixty thousand) kilograms;

"**PCU**" shall have the meaning ascribed to a passenger car unit in the Indian Roads Congress Publication No. IRC-64, 1990 or any substitute or modification thereof, and when used in this Agreement, shall include only motorised vehicles liable to payment of user charges at the Toll Plazas in accordance with the Fee Rules and the Exempted Vehicles specified therein, but does not include Tractors, Motor Cycles and non-motorised vehicles;

"**Panel of Chartered Accountants**" shall have the meaning set forth in Clause 33.2.1;

"**Parties**" means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually;

"**Performance Security**" shall have the meaning set forth in Clause 9.1;

"**Political Event**" shall have the meaning set forth in Clause 34.4;

"**Project**" means the construction, operation and maintenance of the Project Highway in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

"**Project Agreements**" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, Tolling Contract, and any other agreements or material contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement, Substitution Agreement, or any agreement for procurement of goods and services involving a consideration of upto Rs. 5(five) crore;





"**Project Assets**" means all physical and other assets relating to and forming part of the Site including (a) rights over the Site in the form of licence, Right of Way or otherwise; (b) tangible assets such as civil works and equipment including foundations, embankments, pavements, road surface, interchanges, bridges, culverts, road overbridges, drainage works, traffic signals, sign boards, kilometre-stones, toll plazas, electrical systems, communication systems, rest areas, relief centres, maintenance depots and administrative offices; (c) Project Facilities situated on the Site; (d) all rights of the Concessionaire under the Project Agreements; (e) financial assets, such as receivables, security deposits etc.; (f) insurance proceeds; and (g) Applicable Permits and authorisations relating to or in respect of the Project Highway, but does not include Additional Facilities;

"**Project Completion Date**" means the date on which the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 14;

"**Project Completion Schedule**" means the progressive Project Milestones set forth in Schedule-G for completion of the Project Highway on or before the Scheduled [Four/*Six* -Laning] Completion Date;

"**Project Facilities**" means all the amenities and facilities situated on the Site, as described in Schedule-C;

"**Project Highway**" means the Site comprising the existing road comprising NH-13 from km 202.000 to km 299.000 and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

"**Project Milestones**" means the project milestones set forth in Schedule-G;

"**Provisional Certificate**" shall have the meaning set forth in Clause 14.3;

"**Punch List**" shall have the meaning ascribed to it in Clause 14.3;

"**RBI**" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

"**Re.**", "**Rs.**" or "**Rupees**" or "**Indian Rupees**" means the lawful currency of the Republic of India;

"**Realisable Fee**" means all the Fee due and realisable under this Agreement, but does not include fees that the Concessionaire has not been able to realise after due diligence and best efforts. For the avoidance of doubt, Realisable Fee shall, save as provided in Clause 26.5, be the amount so declared by the Concessionaire on the basis of its provisional accounts or the audited accounts, as the case may be, and in the event of a dispute thereto, the Dispute Resolution Procedure shall apply;

"**Reference Exchange Rate**" means, in respect of any one currency that is to





be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Delhi by the State Bank of India and in the absence of such rate, the average of similar rates quoted in Delhi by the Bank of India and the Bank of Baroda;

"**Request for Proposals**" or "**RFP**" shall have the meaning set forth in Recital (D);

"**Request for Qualification**" or "**RFQ**" shall have the meaning set forth in Recital (C);

"**Revenue Shortfall Loan**" shall have the meaning set forth in Clause 28.1.1;

"**Right of Way**" means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Project Highway in accordance with this Agreement;

"**Safety Consultant**" shall have the meaning set forth in Clause 18.1.2;

"**Safety Requirements**" shall have the meaning set forth in Clause 18.1.1;

"**Safety Fund**" shall have the meaning set forth in Clause 18.2;

"**Scheduled Four/Six-Laning Date**" shall have the meaning set forth in Clause 12.4.1;

"**Scope of the Project**" shall have the meaning set forth in Clause 2.1;

"**Senior Lenders**" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold *pari passu* charge on the assets, rights, title and interests of the Concessionaire;

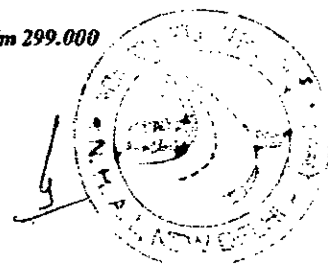
"**Site**" shall have the meaning set forth in Clause 10.1;

"**Specifications and Standards**" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Highway, as set forth in Schedule-D, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project Highway submitted by the Concessionaire to, and expressly approved by, the Authority;

"**State**" means the State of Karnataka and "**State Government**" means the government of that State;

"**State Support Agreement**" shall have the meaning set forth in Clause





47.3:

"**Statutory Auditors**" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 1956 including any statutory modification or re-enactment thereof, for the time being in force, and appointed in accordance with Clause 33.2.1;

"**Subordinated Debt**" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:

(a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and

(b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six-month LIBOR (London Inter Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due one year prior to the Transfer Date;

provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Concessionaire's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

"**Subsistence Revenue**" means the total amount of Fee revenue that is required by the Concessionaire in an Accounting Year to meet the sum of (a) O&M Expenses, subject to an annual ceiling of 3% (three per cent) of the Total Project Cost, plus Grant, if any, during the first Accounting Year after COD, to be revised for each subsequent year to reflect the variations in WPI occurring between COD and commencement of such Accounting Year, and (b) Debt Service in such Accounting Year, but excluding any interest paid by the Authority under clause 34.7.2 or 35.2;

"**Substitution Agreement**" shall have the meaning set forth in Clause 40.3;

"**Suspension**" shall have the meaning set forth in Clause 36.1;

"**Taxes**" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project Highway charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall



not include taxes on corporate income;

"**Termination**" means the expiry or termination of this Agreement and the Concession hereunder;

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"**Termination Payment**" means the amount payable by the Authority to the Concessionaire upon Termination and may consist of payments on account of and restricted to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Concessionaire shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost;

"**Tests**" means the tests set forth in Schedule-I to determine the completion of Four/Six -Laning in accordance with the provisions of this Agreement

"**Toll Plaza**" means the structures and barriers erected near each of the two ends of the Project Highway for the purpose of regulating the entry and exit of vehicles in accordance with the provisions of this Agreement and shall include all land, buildings, equipment, and other facilities required in accordance with or incidental to the provisions of this Agreement; provided that such Toll Plazas shall not ordinarily be located within a distance of 10 (ten) kilometres from the limits of the municipal or local area of the nearest city or town respectively, as applicable on the date of this Agreement, and shall be situated at location(s) specified in the Bid or within a distance of 1 (one) kilometre thereof;

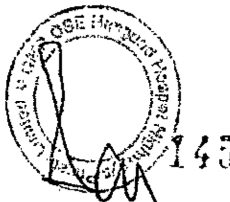
"**Tolling Contract**" means the contract, if any, entered into by the Concessionaire with the Tolling Contractor for collection of Fee for and on behalf of the Concessionaire and matters incidental thereto;

"**Tolling Contractor**" means the person, if any, with whom the Concessionaire has entered into a Tolling Contract;

"**Total Project Cost**" means the lowest of:

(a) the capital cost of the Project, less Equity Support as set forth in the Financial Package;

(b) the actual capital cost of the Project upon completion of Four/Six-



Laning of the Project Highway less Equity Support; and

(c) a sum of Rs. 946.000 crore (Rupees Nine Hundred and Forty Six crore), less Equity Support;

provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost;

"**Tractor**" means a motor vehicle which is not itself constructed to carry any load other than the equipment used for the purpose of propulsion, but does not include a road roller; and "Tractor with Trailer" means a Tractor with an attached vehicle used for carrying goods;

"**Traffic Aid Post**" shall have the meaning set forth in Clause 20.2;

"**Transfer Date**" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

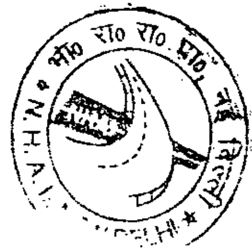
"**Truck**" means any mechanical vehicle being a goods carrier with a Gross Vehicle Weight exceeding 12,000 (twelve thousand) kilograms, but less than 20,000 (twenty thousand) kilograms;

"**User**" means a person who travels or intends to travel on the Project Highway or any part thereof in/on any vehicle on payment of Fee or in accordance with the provisions of this Agreement and Applicable Laws;

"**Vesting Certificate**" shall have the meaning set forth in Clause 38.4; and

"**WPI**" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the latest monthly WPI published no later than 30 (thirty) days prior to the date of consideration hereunder.





IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of
THE NATIONAL HIGHWAY AUTHORITY OF INDIA

by:
(Vishal Gupta)
General Manager(T)

SIGNED, SEALED AND DELIVERED
For and on behalf of
M/s GMR OSE HUNGUND HOSPET HIGHWAYS PRIVATE LIMITED

by:
(Mr. D.R. Santhana Krishnan)
Director

In the presence of:

1.

2.

1.

2.

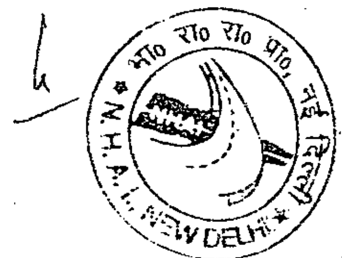
निम्नलिखित साक्षियों की उपस्थिति में दोनों पक्षों ने इस करार को ऊपर लिखी तिथि, माह और वर्ष को निष्पादित किया और सुपुर्द किया।

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण के लिए और उसकी ओर से हस्ताक्षर करके, मुहर बंद करके सौंप दिया	मै. जीएमआर ओएसई हंगड हासपेट हाईवेस प्राइवेट लिमिटेड के लिए और उसकी ओर से हस्ताक्षर करके, मुहर बंद करके सौंप दिया
द्वारा	द्वारा
विशाल गुप्ता **महाप्रबंधक (तकनीकी)**	**डी. आर. सनथाना कृष्णन** **निर्देशक**
की उपस्थिति में :	
1.	1.
2.	2. V. C. VERMA

Schedules

SCHEDULE-A

SITE OF THE PROJECT

SCHEDULE – A
(See Clause 10.1)

SITE OF THE PROJECT

1 The Site

1.1 Site of the Four-Lane Project Highway shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A.

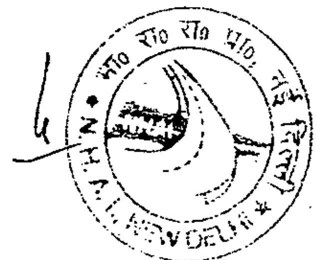
1.2 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Concessionaire, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.

1.3 Additional land required for Toll Plazas, Traffic Aid Posts, Medical Aid Posts and vehicle rescue posts or for construction of works specified in the Change of Scope Order issued under Clause 16.2.3 of this Agreement shall be acquired in accordance with the provisions of Clause 10.3.6 of this Agreement. Upon acquisition, such land shall form part of the Site and vest in the Authority.

2 Additional land for [Six-Laning]

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Annex - I
(Schedule-A)

Site for Four-Laning

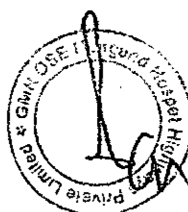
1. Site

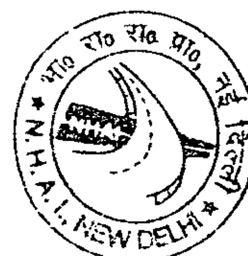
The Site of the Four-Lane divided Project Highway comprises the section of National Highway:13 commencing from Km 202.000 to Km 299.000 i.e. the Hungund - Hospet section in the State of Karnataka. The land, carriageway and structures comprising the Site are described below.

2. Land

The Site of the Project Highway comprises the land described below:

S. No.	Chainage (In Km)		Total ROW on Existing Highway (approx. in m)
	From, Existing Km	To, Existing Km	
1	202.000	297.500	45 m
2	297.500	298.150	30 m
3	298.150	298.500	45 m
4	298.500	299.000	Varies from 15m to 20m





3. Carriageway

The present carriageway of the Project Highway is a 2-lane carriageway .

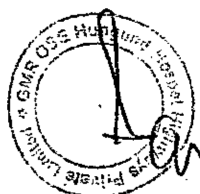
The details of existing carriageway widths are given below:

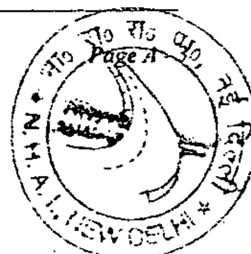
Existing chainage		Carriageway width (m)
From (Km.)	To (Km.)	
202.000	205.000	10.0
205.000	214.000	10.0
214.000	215.000	10.0
215.000	218.000	10.0
218.000	235.000	7.0
235.000	237.500	10.0
237.500	291.000	7.0
291.000	296.000	10.0
296.000	296.500	7.0
296.500	298.500	10.0
298.500	299.000	7.0

4. Major Bridges

The Site includes the following Major Bridges:

S.No	Chainage (In Km)	Type of Super Structure	No. of Spans	Width (In m)
1	202/750	PSC Girder & RCC Slab	8x12.75m	11.3
2	210/050	PSC Girder & RCC Slab	5x21m	11





3	232/400	PSC Girder & RCC Slab	4x17.1m	11
4	285/800	PSC Girder & RCC Slab	4x21.0m	11
5	291/600	PSC Girder & RCC Slab	3x23.5m	11
6	293/150	PSC Girder & RCC Slab	19x19m	11
7	294/400	PSC Girder & RCC Slab	1 x 12 + 15 x 19m	11
8	297/250	PSC Girder & RCC Slab	14m + 25.5m + 24.0m	12

5. Railway Over Bridges

-NIL_

6. Grade Separators

-NIL-

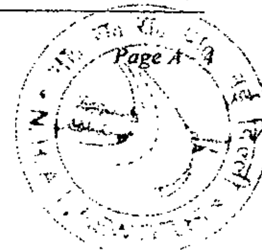
7. Minor Bridges

The Site includes the following Minor Bridges:

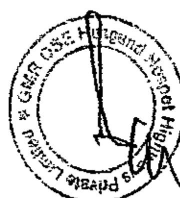
S. No.	Chainage (In Km)	Type of Super Structure	No. of Spans	Width (In m)
1	207/100	RCC Slab	3x7m	8.9
2	215/500	RCC Slab	1x6.5m	11.5
3	217/300	Girder+Slab	1x12.5m	10.5
4	220/125	RCC Slab	5x5.8m	10.5



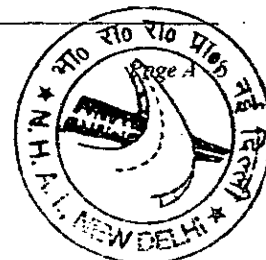
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S. No.	Chainage (In Km)	Type of Super Structure	No. of Spans	Width (In m)
5	220/550	RCC Slab	4x5.8m	10.9
6	221/350	RCC Slab	4x5.8m	10.9
7	223/800	RCC Slab	4x6.5m	11.3
8	225/900	RCC Slab	8x6.3m	10.9
9	230/800	RCC Slab	7x6.3m	10.3
10	233/950	Pipe	20x1.2m dia	18.8
11	239/400	RCC Slab	3x8.9m	8.5
12	241/200	RCC Slab	1x8.4m	8.5
13	241/700	RCC Slab	1x8.5	8.5
14	245/800	RCC Slab	3x7m	8.3
15	246/600	RCC Slab	3x9.8m	11.8
16	249/200	RCC Slab	3x6.75m	8.4
17	252/900	RCC Slab	2x6.7m	8.4
18	254/100	RCC Slab	3x7.1m	8.5
19	255/400	RCC Slab	3x5.6m	11.1
20	257/000	RCC Slab	2x6.7m	8.3
21	258/900	RCC Slab	1x8.3m	8.35
22	259/600	RCC Slab	2x8.9m	8.5
23	267/950	RCC Slab	5x7m	8.5
24	269/500	RCC Slab	3x9.2m	8.5
25	273/225	RCC Slab	1x8.3m	9.5
26	273/900	RCC Slab	1x7.6m	8.65
27	275/995	RCC Slab	9x3.6m	8.5



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S. No.	Chainage (In Km)	Type of Super Structure	No. of Spans	Width (In m)
28	280/900	RCC Slab	5x10.7m	11.2
29	282/050	RCC Slab	6x3.6m	8.5
30	284/200	RCC Slab	2x11.65m	11
31	284/900	PSC Girder+ RCC Slab	2x25m	11
32	288/200	RCC Slab	3x8.3m	11
33	288/250	RCC Slab	2x8.8m	11
34	293/200	RCC Slab	1x12.4m	10
35	295/950	PSC Girder	2x25.6m	11
36	296/000	PSC Girder+ RCC Slab	2x11.3m	11
37	296/400	RCC Slab	2x5m	11

8. Total number of structures

The total number of structures on the Site is noted below:

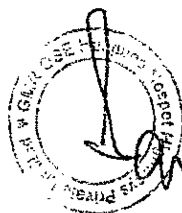
(a)	No. of Major Bridges	-	8
(b)	No. of Railway Over Bridges	-	NIL
(c)	No. of Grade Separators	-	NIL
(d)	No. of Minor Bridges	-	37
(e)	No. of Vehicular and Non Vehicular Underpasses	-	NIL
(f)	No. of Box Culverts	-	1
(g)	No. of Pipe Culverts	-	108
(h)	No. of Slab Culverts	-	6

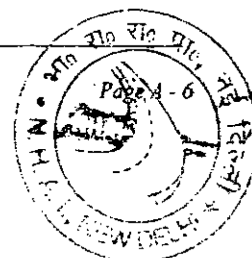
9. Bus bays and Truck Lay byes

-NIL

10. Permanent Bridge, Bye Pass or Tunnel costing Rs. 50 crore or more

-NIL-





Annex - II

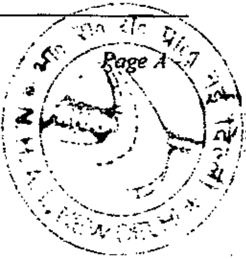
(Schedule-A)

Site for [Six-Laning]

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Annex – I
(Schedule – B)

Description of Four – Laning

1. Width of Carriageway

1.1 The paved carriageway shall be 17.5 metres wide excluding the median:

The paved width of main carriageway shall be as shown in Table B-1

Table B-1: Paved width.

Sl. No	Particulars	Paved width, for 4-lane, m	Paved width, for 6-lane, m
1	Main carriageway width excluding median	17.50	24.50
2	Built-up sections: 6-lane carriageway width	-	25.50
3	Service road	7.0	7.0

1.2 Except as otherwise provided in this Agreement the width of the paved carriageway shall conform to clause 1.1 above.

2. Project Facilities

Project facilities shall be constructed in conformity with Annex-I of Schedule-C.

3. Specifications and Standards

The Project Highway shall be constructed in conformity with the Specifications and Standards specified in Annex-I of Schedule – D.

4. Other Features of four laning

4.1 Alignment Plan and Longitudinal Section

An alignment plan and vertical profile of project highway is given in **Appendix BI** in soft copy.

The final center line of the road and the road levels shall be fixed duly considering all the relevant factors covering structural soundness, safety and functional requirements as per relevant IRC codes and provisions of the Manual as stipulated in section-4.

4.2 Built-up Sections

Built-up sections shall be as given in **Appendix BII.**

4.3 6-lane divided carriageway

6-lane divided carriageway shall be as shown in **Appendix BIII**

4.4 Bypasses & Realignment

The details of bypasses and realignments shall be provided as given in **Appendix BIV.**



4.5 *Minimum design speed stretches*

Minimum design speed stretches shall be as indicated in **Appendix BV**.

4.6 **Proposed Right of Way**

The details of the Proposed Right-of-way (ROW) are given in **Appendix B VI**.

4.7 **Type and Width of median**

The type and width of median shall be as in **Appendix BVII**.

4.8 **Radius of Horizontal curves**

Radius of absolute minimum shall be as shown in **Appendix BVIII**.

4.9 **Lateral clearance for overpass structure**

Restricted roadway width of overpass structure shall be as shown in **Appendix BIX**.

4.10 **Locations of Intersections**

Locations of Intersections shall be as mentioned in **Appendix BX**.

4.11 **Service Road**

Service Roads shall be provided as indicated in **Appendix –BXI**

4.12 **Grade Separated Structures**

- Two numbers interchanges shall be provided as specified in **Appendix BXII**
- Two numbers of Flyovers shall be provided as specified in **Appendix B XIII**.
- Vehicular underpasses shall be provided at locations given in **Appendix B XIV**.
- Cattle / Pedestrian underpass shall be provided at locations mentioned in **Appendix BXV**

4.13 **Major Bridges**

Major bridges as listed in **Appendix BXVI** shall be provided, reconstructed, widened and rehabilitated.

4.14 **Minor Bridges**

Minor bridges as listed in **Appendix BXVII** shall be provided, reconstructed, widened and rehabilitated.

4.15 **Culverts**

Culverts as listed in **Appendix BXVIII** shall be provided, reconstructed, widened and rehabilitated.

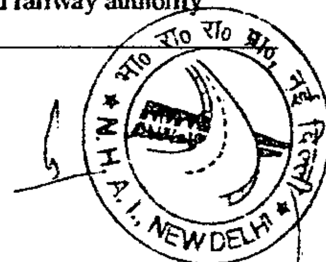
4.16 **Road Over Bridge (Road Over Rail) / Road Under Bridge (Road Under Railway line)**

ROB / RUB shall be provided as given in **Appendix BXIX**. Following points shall be taken care of:

i). The proposed span arrangements of the ROBs are tentative and subject to change as per availability of railway boundaries/ requirement of the railways.

ii). ROB shall be designed, constructed and maintained as per the requirements of Railway authorities. The construction plans shall be prepared in consultation with the concerned railway authority.





iii). The ROB's shall be constructed and maintained by the concessionaire under supervision of the Railways.

iv) All expenditure related to construction, maintenance and supervision of ROB (except P&E charges) shall be borne by the Concessionaire.

v) During construction, the existing level crossings shall be widened to 12 metres or two separate level crossings of 7 metres each shall be provided

4.17 Overhead Traffic Signs

Overhead traffic signs shall be provided at locations shown in **Appendix BXX.**

4.18 Entry /exit ramps

Entry /exit ramps for entering into or exiting from the project highway shall be provided wherever necessary as per typical sketches 2.1A to 2.1H given in Manual.

4.19 Utilities

Provision of accommodating utilities shall be made both over as well as underground wherever required.

4.20 Rainwater Harvesting

As per Ministry of Environment and Forests Notification, New Delhi dated 14.01.1997 (as amended on 13.01.1998, 05.01.1999 & 6.11.2000), the construction of Rain water, Harvesting structure is mandatory in and around Water Crisis area, notified by the Central Ground Water Board.

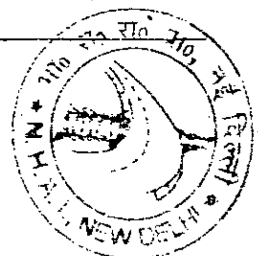
4.21 Rest Areas

Rest areas shall be provided at locations as shown in **Appendix BXXI**. Layout plan shall be as shown in plan and profile drawing soft copy (CD) enclosed in **Appendix BI.**

4.22 Twin Tunnels Tubes

Twin tunnel tubes shall be provided for the details given in **Appendix B XXII.**



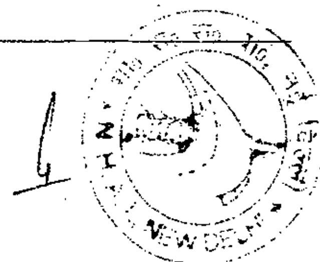


Appendix BI

Alignment Plan and longitudinal Section are enclosed in digital form in CD marked as Appendix **BI**

Appendix BI (as provided during pre bid clarification) comprising of indicative plan, profile, indicative chainagewise widening, typical cross sections, rest area layout plan and two interchange layout plans are enclosed in CD.



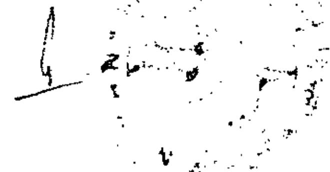


Appendix-BII

Details of Built-up sections

Sl.No.	Name of Built-up sections	Location, Existing chainage, km
1	Ilkal	209.200 (Design, Km 206.407)
2	Kushtagi	236.500 (Design, Km 233.617)





Appendix-BIII

Details of 6-lane divided carriageway

Sl.no.	Stretch		Length, km	Name of Built-up sections
	From, Design km	To, Design km		
1	204.600	207.100	2.500	Ilkal
2	232.000	235.000	3.100	Kushtagi
3	283.940	296.689	12.749	1) Combined (Overlapping) section of NH:13 & NH:63 and beyond tunnel on NH:13 as shown in drawing 2) Length of 3-lane loops provided in interchange near tunnel is not included in length of 6-lane highway



Appendix-BIV

Details of Bypasses and Realignment

1. **Bypasses**

- Nil -

2. **Realignments**

Realigned 6- lane dual carriageway passes through two Railway under Bridges (RUBs) and twin tunnels separated 20m apart. The details are as shown in Table below

Existing Chainage		Design Chainage		Length (m)
From	To	From	To	
297.452	298.515	295.740	296.644	904

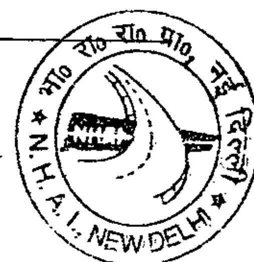


Appendix-BV

Minimum Design Speed Stretches

Sl.No.	Stretch		Length, km
	From, km	To, km	
			-NIL-



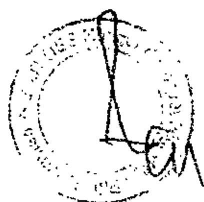


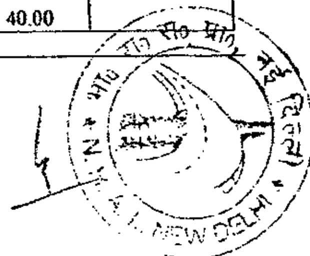
Appendix BVI

Proposed Right of Way

SL NO	DESIGN CHAINAGE, Km		PROPOSED ROW WIDTH (in meters)	REMARKS
	From	To		
1	199.200	200.050	60.00	
2	200.050	200.100	60 TO 89	Junction Improvement
3	200.100	204.690	60.00	
4	204.690	204.860	140.00	Service road
5	204.860	205.510	60.00	
6	205.510	205.620	65.00	Bus bays in Service Road
7	205.620	205.900	60.00	
8	205.900	206.000	65.00	Bus bays in Service Road
9	206.000	260.140	60.00	
10	206.140	206.300	73.00	Junction improvemnet
11	206.300	206.400	60.00	
12	206.400	206.550	112 to 60	Ilkal Junction
13	206.550	206.850	60.00	
14	206.850	207.035	130.00	Service road
15	207.035	225.900	60.00	
16	225.900	226.500	108.00	Toll Plaza
17	226.500	232.130	60.00	
18	232.130	232.450	130.00	Service road
19	232.450	232.650	60 to 65	Bus bay
20	232.650	232.850	60.00	
21	232.850	232.950	143.00	Kustgi junction
22	232.950	233.700	60.00	
23	233.700	233.780	180.00	Junction improvemnet
24	233.780	234.580	60.00	
25	234.580	234.750	135.00	Service road
26	234.750	236.000	60.00	
27	236.000	236.225	172.00	Rest Area (RHS)
28	236.225	246.735	60.00	
29	246.735	246.820	111.00	Uppaladinne Junction
30	246.820	252.200	60.00	
31	252.200	252.300	166.00	Junction improvemnet
32	252.300	256.870	60.00	
33	256.870	256.935	165.00	Junction improvemnet
34	256.935	264.085	60.00	
35	264.085	264.135	155.00	Junction improvemnet

SL NO	DESIGN CHAINAGE, Km		PROPOSED ROW WIDTH (in meters)	REMARKS
	From	To		
36	264.135	275.890	60.00	
37	275.890	276.115	173.00	Rest Area
38	276.115	276.570	60.00	
39	276.570	276.720	130.00	Service road
40	276.720	276.965	60 TO 90	Service road taper(Flair)
41	276.965	277.035	175.00	Junction at Budugumpa cross
42	277.035	277.465	95 to 60	Service road taper(Flair)
43	277.435	277.620	130.00	Service road Entry/Exit Ramp
44	277.560	279.832	60.00	
45	279.832	279.857	73.00	Agalakera Junction
46	279.857	280.170	60.00	
47	280.170	280.775	108.00	Toll Plaza
48	280.775	284.100	60.00	
49	284.100	284.450	60 to 365	interchange Area
50	284.450	285.100	365 to 160	interchange Area
51	285.100	286.000	60.00	
52	286.000	286.230	65.00	Bus bay
53	286.230	286.660	60.00	
54	286.660	287.085	78.00	Relocation of nallah
55	287.085	288.500	60.00	
56	288.500	288.600	65.00	Busbay
57	288.600	289.200	60.00	
58	289.200	289.255	60 to 95	Munirabad Junction
59	289.255	293.470	60.00	
60	293.470	293.575	134.00	TB Dam Juncton
61	293.575	294.850	60.00	
62	294.850	295.350	60 to 237	
63	295.350	295.800	237 to 578	
64	295.800	295.900	858.00	
65	295.900	296.370	128 to 84	
66	296.370	296.550	84 to 110	Tunnel cum interchange
67	296.550	296.563	110 to 95	
68	296.563	296.645	95.00	
69	296.645	296.700	60 to 40	
70	296.700	296.715	40.00	

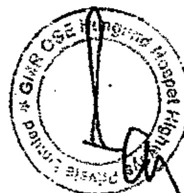


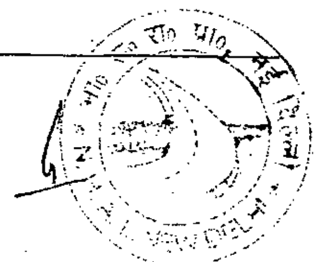


Appendix-BVII

Type and Width of median

Raised type median of 4.5m width shall be provided on project road except at median openings where it shall be 1.0m, for provision of storage/shelter lane length and at built-up sections where it shall be 2.0m as per Manual. Median width may vary at Major and minor bridge locations, interchanges, approach/exit to tunnel and RUB to suit site condition.





Appendix-BVIII

Radii of Horizontal curves

Details of absolute minimum radius:

Sl. No.	Design Chainage of Curve	Absolute Minimum Radius
1	253.178	360m
2	265.715	360m
3	284.375	360m
4	285.748	360m
5	289.253	360m
6	290.926	360m
7	296.886	250m



Appendix-BIX

Restricted roadway width of overpass structure:

Sl.No.	Location of Overpass	Restricted roadway width, m
	-NIL-	-



Major Intersections

Sl. No.	Existing Chainage	Design Chainage	Side (Left/Right)	Category of Road
1	202.850	200.100	LHS	SH:20
2	209.020	206.220	RHS	SH:6
3	235.800	232.900	LHS & RHS	MDR
4	236.650	233.736	LHS & RHS	SH:30
5	249.700	246.775	LHS & RHS	MDR
6	255.200	252.268	LHS & RHS	ODR
7	259.850	256.901	LHS & RHS	MDR
8	264.250	261.304	LHS & RHS	MDR
9	267.100	264.114	LHS & RHS	MDR
10	280.000	276.990	LHS & RHS	SH:23
11	282.875	279.850	LHS	MDR
12	287.470	284.429	RHS	NH:63
13	296.475	293.540	LHS	Old NH:63
14	297.750	296.065	LHS	NH:63

Minor Junctions

Sl No.	Existing Chainage	Design Chainage	Side (Left / Right)	Existing Carriageway Width (m)	Category/ Village
1.	202.140	199.359	RHS	4.1	Rural polytechnic
2.	202.438	199.656	LHS	4.7	Granite factory
3.	203.333	200.550	LHS	1.9	VR
4.	208.705	205.914	LHS	2.7	VR
5.	208.939	206.148	LHS	2.7	VR
6.	209.005	206.223	RHS	3.6	MDR
7.	209.126	206.345	LHS	3.2	ODR
8.	209.236	206.444	RHS	2.4 & 2.6	VR

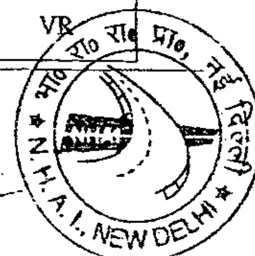


Sl No.	Existing Chainage	Design Chainage	Side (Left / Right)	Existing Carriageway Width (m)	Category/ Village
9.	209.844	207.049	RHS	3.9	ODR
10.	209.856	207.061	LHS	3.7	ODR
11.	210.472	207.670	LHS & RHS	3.6 & 3.8	Ilkal town & Tumba
12.	211.049	208.242	RHS	2.6	VR
13.	211.124	208.317	RHS	2.5	VR
14.	211.543	208.737	RHS	12.2	Ilkal town road
15.	211.869	209.052	RHS & LHS	5.8 & 3.6	ODR
16.	214.805	211.985	RHS	4	ODR
17.	214.869	212.049	RHS	3.3	MDR
18.	215.112	212.294	RHS	5.7	MDR
19.	215.782	212.956	RHS	3.6	ODR
20.	217.124	214.249	LHS	3.6	ODR
21.	218.003	215.177	RHS	3.4	ODR
22.	219.916	217.086	LHS	3.6	ODR
23.	220.833	217.999	RHS	3.7	ODR
24.	223.372	220.529	RHS & LHS	3.7 & 3.6	ODR
25.	225.035	222.178	LHS	3.2	ODR
26.	225.028	222.184	RHS	2.3	VR
27.	225.590	222.740	RHS	2.6	VR
28.	228.206	225.341	LHS	3.4	ODR
29.	228.200	225.348	RHS	5.2	MDR
30.	231.191	228.326	RHS	2.6	VR
31.	234.896	232.020	LHS	3.5	VR
32.	234.903	232.029	RHS	5.1	ODR



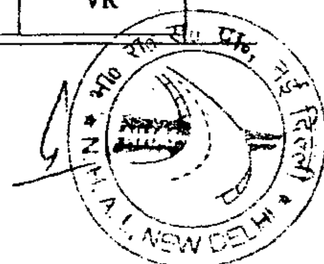
Sl No.	Existing Chainage	Design Chainage	Side (Left / Right)	Existing Carriageway Width (m)	Category/ Village
33.	235.525	232.651	RHS	2.1	VR
34.	236.004	233.130	RHS	2.4	VR
35.	236.512	233.660	RHS	5	ODR
36.	236.975	234.095	RHS	2.7	VR
37.	237.280	234.400	RHS	2.5	VR
38.	239.607	234.533	LHS	5.1	VR
39.	241.482	238.590	RHS	4.3	ODR
40.	243.194	240.296	RHS	3.7	ODR
41.	244.684	241.782	LHS	3.8	ODR
42.	244.678	241.776	RHS	2.8	VR
43.	247.640	244.729	LHS	3.5	VR
44.	248.056	245.134	LHS	2.4	VR
45.	248.056	245.139	RHS	2.4	VR
46.	248.605	245.688	LHS	2	VR
47.	248.596	245.680	RHS	1.9	VR
48.	254.769	251.835	LHS	2.9 & 4.2	VR
49.	254.780	251.845	RHS	3.4	VR
50.	255.333	252.395	RHS	3.5	VR
51.	258.381	255.434	RHS	2.9	VR
52.	258.427	255.480	RHS	3.3	VR
53.	259.707	256.757	RHS	3	VR
54.	262.927	259.964	LHS	2.7	VR
55.	263.461	260.497	LHS	3.5	VR
56.	263.467	260.496	RHS	2.6	VR





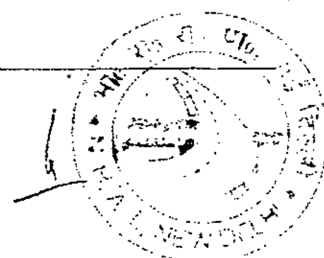
Sl No.	Existing Chainage	Design Chainage	Side (Left / Right)	Existing Carriageway Width (m)	Category/ Village
57.	268.192	265.211	LHS	3.1	VR
58.	271.404	268.411	LHS	3.3	VR
59.	271.394	268.400	RHS	2	VR
60.	274.557	271.553	LHS	3.7	VR
61.	276.874	273.874	LHS	3.3	VR
62.	278.982	275.983	LHS	3.2	VR
63.	278.950	275.952	RHS	3.1	VR
64.	285.253	282.216	RHS	3.6	VR
65.	286.313	283.273	LHS	3.4	VR
66.	286.315	283.274	RHS	3.4	VR
67.	287.972	284.924	LHS	3.8	ODR
68.	288.800	285.751	LHS	4.2	ODR
69.	290.158	287.092	RHS	3.3	VR
70.	290.242	287.176	RHS	2.7	VR
71.	291.031	287.970	LHS	2.6	VR
72.	291.062	287.999	LHS	2.9	VR
73.	291.119	288.056	LHS	2.5	VR
74.	291.563	288.516	LHS	3.3	VR
75.	292.143	289.111	RHS	3.7	VR
76.	292.465	289.493	LHS	2.6	VR
77.	292.533	289.544	LHS	4.1	ODR
78.	292.612	289.726	LHS	3	VR
79.	293.805	290.998	RHS	4.1	ODR
80.	294.719	292.227	LHS	3.0 & 2.6	VR





Sl No.	Existing Chainage	Design Chainage	Side (Left / Right)	Existing Carriageway Width (m)	Category/ Village
81.	294.712	292.221	RHS	2.6	VR
82.	295.042	293.333	LHS	3.8	VR
83.	295.048	293.338	RHS	2	VR
84.	295.495	293.792	LHS	5.6	MDR
85.	295.840	294.137	LHS	2.6	VR
86.	295.834	294.130	RHS	3.3	VR
87.	295.938	294.234	RHS	2.4	VR
88.	297.777.	296.089	LHS	3.1	VR



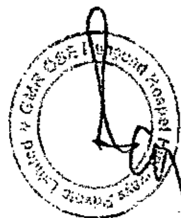


Appendix BXI

Details of Service Roads

Total length of service road on LHS and RHS shall be 26.300 Km

LHS, Km			RHS, Km			Remarks
Design Chainage, km		Length in Km	Design Chainage, km		Length in Km	
From	To		From	To		
204.600	207.100	2.500	204.600	207.100	2.500	13.400Km
232.000	234.850	2.850	232.000	234.850	2.850	
276.450	277.800	1.350	276.450	277.800	1.350	
285.400	289.350	3.950	285.400	289.350	3.950	12.90 Km
289.775	291.050	1.275	289.775	291.050	1.275	
291.600	292.250	0.650	291.600	292.250	0.650	
292.700	293.050	0.350	292.700	293.500	0.800	
Existing road used as service road after necessary rehabilitation 293.050	293.500	*0.450*	-	-	-	
Total LHS length		**12.925**	**Total RHS length**		**13.375**	



Appendix BXII

Details of Interchanges

1) Trumpet interchange at existing Km 287.580 (Design Km 284.540) at Hitnal Cross

Sl. No.	Loop Direction	Loop length, m	Carriage way width	Opening size, m	Proposed structure type
1	Bijapur-Hospet @ ground level (towards left)	1190 m	paved width 8.5m	-	-
2	Koppal-Bijapur @ ground level (towards left)	540 m	paved width 8.5m	-	-
3	Bijapur-Koppal Loop (towards right)	1336.0 m	paved width 8.75m (excluding crash barrier)	1 x 26 m + 1 x 19 m + 2 x 12.5 m clear height = 5.5 m From 6-lane carriageway Road level	PSC box girder + RC slab
4	Hospet - Bijapur loop (towards right)	1411.0 m	Paved width 8.75 m (excluding crash barrier)	1 x 26 m + 1 x 19 m + 2 x 12.5 m clear height = 5.5 m From 6-lane carriageway road level	PSC box girder + RC slab

2) Interchange at existing Km 297.750 (Design Km 296.065) Near Tunnel.

Sl. No.	Loop Direction	Loop length, m	Paved carriageway width	Opening size, m	Proposed structure type
1	Loop-1 From Hospet (NH:63)- Chitradurga (towards left) @ ground level	767.0 m	8.5m	-	-
2	Loop-2 From Hospet (NH:63)- Bijapur (towards right)	1611.0 m	12.00 m	2 x 30 m minimum clear height = 5.5m to LHS & RHS carriageway of NH:13	PSC box girder + RC slab
3	Loop-3 From Chitrdurga (NH:13)- Hospet (NH:63) (towards right)	469.0 m	8.50 m	1 x 36 m minimum clear height = 5.5m to LHS carriageway of NH:13	PSC box girder + RC slab
4	Loop-4 From Bijapur – Hospet (NH:63) (towards left)	1681.0 m	12.00 m	-	-



Appendix BXIII

Details of Proposed Flyovers:

Sl. No	Location	Existing Chainage	Design Chainage	Name of Intersecting Roads	Proposed structural configuration	Proposed Structure type	Proposed span arrangement	Total width of the structure
1	Intersection @ Budgumpa Cross	Km 280.000	Km 276.990	SH:23	4-lane structure	PSC box girder + RC slab	1 x 30m	2 x 9.75m
2	Intersection at TB dam circle near Hospet	Km 296.475	Km 293.540	Old NH:63	6-lane structure	PSC box girder + RC slab	1 x 40m	2 x 15.50m

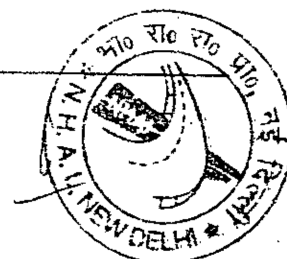


Appendix BXIV

Details of Proposed Vehicular underpasses:

Sl No.	Existing Chainage	Design Chainage	Name of Intersecting Roads	Proposed structural configuration	Proposed Structure type	Proposed span arrangement (m)	Total width of the structure
-NIL-							



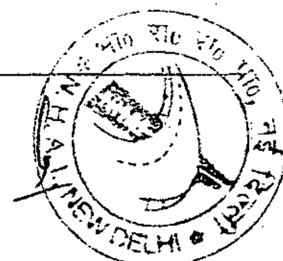


Appendix BXV

Details of Proposed Cattle and Pedestrian Underpasses (CUP / PUP)

Sl No.	Existing Chainage	Design Chainage	Name of Intersecting Roads	Type of Underpass	Proposed structural configuration	Proposed Structure type	Proposed span arrangement (m)	Total width of the structure
1	211.880	209.050	Kandagal - Bakal road	PUP / CUP	4-lane box structure	RCC Box	5.0 x 3.0m	23m
2	223.375	220.526	Kyadaguppa Road	PUP / CUP	4 lane box structure	RCC Box	5.0 x 3.0m	23m
3	231.195	228.325	Vanageri	PUP / CUP	4 lane box structure	RCC Box	5.0 x 3.0m	23m
4	247.650	244.733	Mataldinne-	PUP / CUP	4 lane box structure	RCC Box	5.0 x 3.0m	23m
5	255.200	252.268	Gunnala	PUP / CUP	4 lane box structure	RCC Box	5.0 x 3.0m	23m
6	264.250	261.304	Hosagal – Koppal cross	PUP / CUP	4 lane box structure	RCC Box	5.0 x 3.0m	23m
7	274.560	271.79	Kookanapalli	PUP / CUP	4 lane box structure	RCC Box	5.0 x 3.0m	23m
8	281.300	278.39	Keriballi	PUP / CUP	4 lane box structure	RCC Box	5.0 x 3.0m	23m



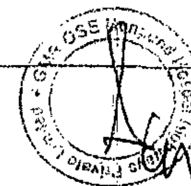


Appendix BXVI

A. **Construction of new Major Bridges**

Sl No.	Name of Bridge	Bridge No.	Existing Chainage	Design Chainage	Type of crossing	Proposed structural configuration	Proposed Structure type	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
1.	-	203/1	202/750	199.950	Stream	Existing 2-lane bridge one direction traffic on LHS + New 2-lane bridge for other direction traffic on RHS	Slab	8x12.75m	Existing bridge	12.0m
2.	-	211/1	210/060	207.240	Stream	Existing 2-lane bridge one direction traffic on LHS + New 2-lane bridge for other direction traffic on RHS	PSC I-girder+RC Slab	5x21m	Existing bridge	12.0m
3.	-	233/1	232/500	229.640	Stream	New 3-lane bridge for other direction traffic on LHS+ Existing 2-lane bridge and New 2-lane bridge for one direction traffic on RHS	I-Girder with RCslab	4x17.1m	12.0m	Existing bridge
4.	-	286/1	285/800	282.713	Stream	Existing 2-lane bridge one direction traffic on LHS + New 2-lane bridge for other direction traffic on RHS	PSC I-girder+RC Slab	4x21.0m	Existing bridge	12.0m
5.	Tungabhadra Left bank Canal	292/2	292/600	289.550	Canal	Existing 2-lane bridge one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS	PSC I-girder+RC Slab	3x23.5m	Existing bridge	15.5m

180



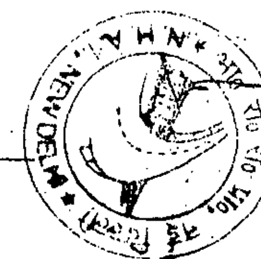


Sl No.	Name of Bridge	Bridge No.	Existing Chainage	Design Chainage	Type of crossing	Proposed structural configuration	Proposed Structure type	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
6.	Tungabhadra river	294/1	294/450	291.390	River	Existing 2-lane bridge one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS	PSC I-girder+RC Slab	19x19m	Existing bridge	15.5m
7.	Tungabhadra river	295/1	295/575	292.500	River	Existing 2-lane bridge one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS	PSC I-girder+RC Slab	(1x12m)+ (15x19m)	Existing bridge	15.5m
8.	Tungabhadra high level Canal	298/1	297/250	294.200	Canal	Existing 2-lane bridge one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS	PSC I-girder+RC Slab	3 x 25.4m	Existing bridge	15.5m

Note: *The proposed span arrangement is tentative and the same shall be finalized in consultation with Irrigation Authority & IC. Any change in span arrangement shall not be treated as change in scope of work.

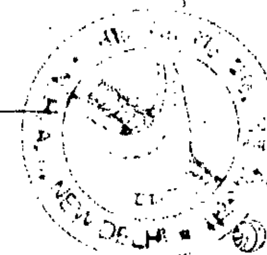
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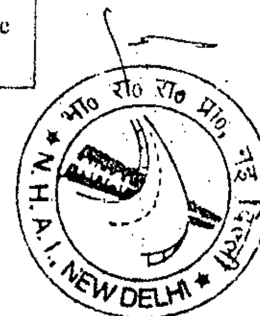
Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
24.	-	259/3	258/900	256/000	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	1x8.3m	12.0m	Existing bridge
25.	-	260/1	259/600	256/610	Stream	Existing Bridge has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	2x9m	12.0m	12.0m
26.	-	-	261/510	258/550	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m
27.	-	265/2	264/700	261/776	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m
28.	-	268/1	267/950	264/970	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	5x7m	12.0m	Existing bridge
29.	-	270/1	269/500	266/510	Stream	Existing 2-lane bridge for one direction traffic on LHS + New 2-lane bridge for other direction traffic on RHS	RCC Slab	3x9.2m	Existing bridge	12.0m



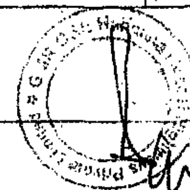


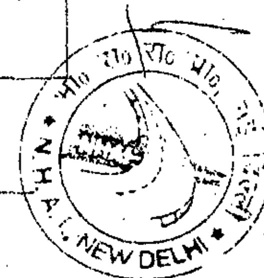
Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
30.	-	272/2	271/850	268/790	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m
31.	-	274/1	273/270	270/270	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	1x8.3m	12.0m	Existing bridge
32.	-	274/2	273/900	270/920	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	1x7.6m	12.0m	Existing bridge
33.	-	276/2	275/950	272/950	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	9x3.25m	12.0m	Existing bridge
34.	-	-	276/500	273/540	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m
35.	-	281/1	280/900	277/820	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	5x10.7m	12.0m	Existing bridge





Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
36.	-	283/1	282/050	279/050	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	6x3.2m	12.0m	Existing bridge
37.	-	285/1	284/350	281/320	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	2x11.65m	12.0m	Existing bridge
38.	-	285/3	284/900	281/790	Stream	New 3-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS+ New 2-lane bridges for service road on both sides	PSC I Girder +RCC Slab	2x25m	15.5m+8.0m	Existing bridge+8.0m
39.	-	289/1	288/290	285/240	Canal	Existing 2-lane bridge for one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS+ New 2-lane bridges for service road on both sides	RCC Slab	3x8.3m	Existing bridge+8.0m	15.5m+8.0m
40.	-	289/2	288/415	285/370	Canal	Existing 2-lane bridge for one direction traffic on LHS +. New 3-lane bridge for other direction traffic on RHS+. New 2-lane bridges for service road on both sides	RCC Slab	2x8.8m	Existing bridge+8.0m	15.5m+8.0m

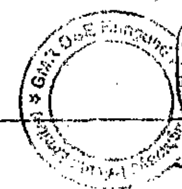


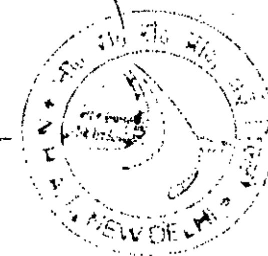


Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
41.	-	294/2	293/200	290/160	Canal	Existing 2-lane bridge for one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS+ New 2-lane bridges for service road on both sides	RCC Girder + RCC Slab	1x12.4m	Existing bridge+8.0m	15.5m+8.0m
42.	-	296/2	295/950	292/900	Canal	Existing 2-lane bridge for one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS+ New 2-lane bridges for service road on both sides	PSC Girder + RCC Slab	2x25.6m	Existing bridge+8.0m	15.5m+8.0m
43.	Tungabadra Canal	297/1	296/000	293/013	Tungabadra Canal	New 3-lane bridge for both direction traffic + New 2-lane bridges for service road on both sides	PSC Girder + RCC Slab	1x20m	8.0m+15.5m	15.5m+8.0m
44.	Basava Canal	-	296/400	293/372	Tungabadra Canal	New 3-lane bridge for both direction traffic + New 2-lane bridges for service road on RHS	RCC Girder + RCC Slab	1x15m	8.0m +15.5m	15.5m+8.0m

Note: - *The proposed span arrangement is tentative and the same shall be finalized in consultation with Irrigation Authority & IC. Any change in span arrangement shall not be treated as change in scope of work.

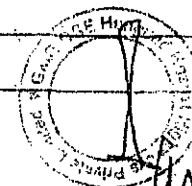
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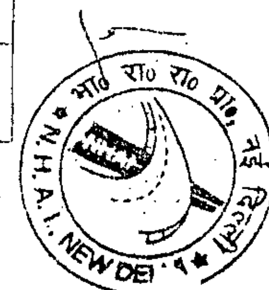




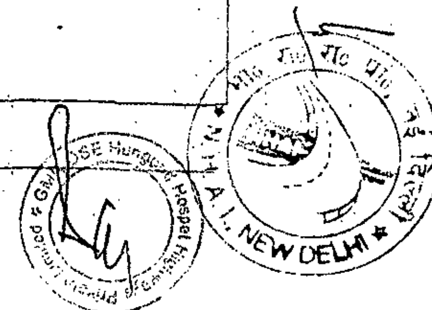
B. Rehabilitation/Repair and Widening of Existing Minor Bridges

SL NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
1	-	216/2	215/500	11.5	1x6.5m	Open	SSM	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Ptotect the Slab concrete by guniting	-
2	-	218/1	217/300	10.5	1x12.5m	Open	RCC	RCC Girder + RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Ptotect the Slab concrete by guniting	-
3	-	221/1	220/125	10.5	5x6.7m	Open	RCC	RCC Slab	1Parapet wall damaged 2.Reinf exposed in pile cap 3.Honey combing	1.Repair the parapet. 2.Strengthen the pilecap, 3.Protect the exposed reinforced by guniting	-
4	-	221/2	220/550	10.9	4x5.8m	Open	RCC	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Ptotect the Slab concrete by guniting	-
5	-	222/1	221/350	10.9	4x5.8m	Open	RCC	RCC Slab	1.Parapet walll damaged 2.Reinf exposed in pile cap 3.Honey combing	1.Repair the parapet. 2.Strengthen the pilecap, 3.Protect the exposed reinforced by guniting	-
6	-	224/3	223/800	11.3	4x6.5m	Open	RCC	RCC Slab	1.Slab reinf exposed 2. Footpath damaged 3.Wearing coat damaged	1.Repair the footpath 2.Relay the wearing coat,3.Protect the exposed reinforced by guniting	-

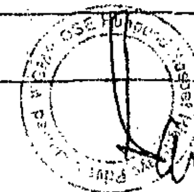


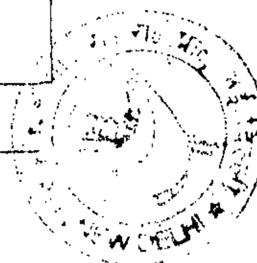


Sl NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
7	-	226/1	225/900	10.9	8x6.3m	Open	RCC	RCC Slab	1.Footpath damaged 2.Wearing coat damaged	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall 6.Repair the footpath 7.Relay the wearing coat 8. Protect the Slab concrete by guniting	-
8	-	231/1	230/800	10.3	7x6.6m	Open	RCC	RCC Slab	1.Honeycombing at pier base, 2. Reinf exposed in slab	1.Protect the piers and foundations 2.To improve the slab reinforcement cover by guniting	-
9	-	240/1	239/400	8.5	3x8.9m	Open	RCC	RCC Slab	Parapet in poor Condition	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall 6. Protect the Slab concrete by guniting	-
10	-	242/1	241/200	8.5	1x8.4m	Open	RCC	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Protect the Slab concrete by guniting	-
11	-	242/2	241/700	8.5	1x8.5m	Open	RCC	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Protect the Slab concrete by guniting	-

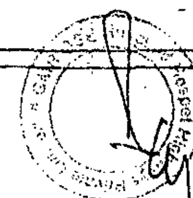


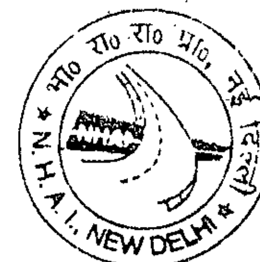
SL NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
12	-	246/1	245/800	8.3	3x7m	Open	RCC	RCC Slab	1) Parapet on LHS (one side) damaged 2) Slab reinforcement exposed 3) Expansion joint locations distressed	1.Repair the parapet on LHS one side 2.Protect the exposed reinforced by guniting 3.Repair the Expansion Joints	-
13	-	247/1	246/680	11.8	3x9.8m	Open	RCC	RCC Slab	1)Old bridge renovated by doublying the span 2) Wearing coat distressed	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Relay the wearing coat 6. Ptotect the Slab concrete by guniting	-
14	-	250/1	249/220	8.4	3x6.75m	Open	RCC	RCC Slab	Parapet in poor Condition	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall 6. Ptotect the Slab concrete by guniting	-
15	-	253/1	252/900	8.4	2x6.7m	Open	RCC	RCC Slab	Parapet in poor Condition	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall 6. Ptotect the Slab concrete by guniting	-
16	-	255/1	254/150	8.5	3x7.1m	Open	RCC	RCC Slab	Parapet in poor Condition	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall 6. Ptotect the Slab concrete by guniting	-





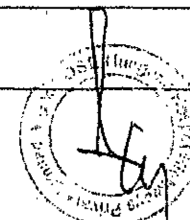
SL NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
17	-	258/1	257/125	8.3	2x6.7m	Open	RCC	RCC Slab	No handrail on one side. Kerb damaged	1.Repair the hand rail on one side 2.Repair or relay the Kerb 3. Ptotect the Slab concrete by guniting	-
18	-	259/3	258/900	8.35	1x8.3m	Open	RCC	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Ptotect the Slab concrete by guniting	-
19	-	268/1	267/950	8.5	5x7m	Open	RCC	RCC Slab	1) Parapet wall damaged 2) Expansion joint locations distressed	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall and Expansion Joints 6. Ptotect the Slab concrete by guniting	-
20	-	270/1	269/500	8.5	3x9.2m	Open	RCC	RCC Slab	1) Parapet wall damaged 2) Expansion joint locations distressed	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall and Expansion Joints 6. Ptotect the Slab concrete by guniting	-
21	-	274/1	273/270	8.5	1x8.3m	Open	RCC	RCC Slab	1) Parapet wall damageded 2) Wing wall damaged	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall and wing wall 6. Ptotect the Slab concrete by guniting	-

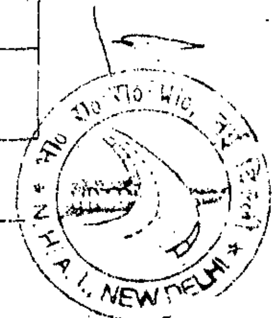




SL NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
22	-	274/2	273/900	8.65	1x7.6m	Open	RCC	RCC Slab	1) Parapet to be damaged 2) Kerb damaged	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5.Repair the parapet wall and kerb 6. Protect the Slab concrete by guniting	-
23	-	276/2	275/950	8.5	9x3.25m	Open	RCC	RCC Slab	-Nil-(Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Protect the Slab concrete by guniting	-
24	-	281/1	280/900	11.2	5x10.7m	Open	RCC	RCC Slab	1) Parapet to be repaired 2) Kerb damaged	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5.Repair the parapet wall and kerb 6. Protect the Slab concrete by guniting	-
25	-	283/1	282/050	8.5	6x3.2m	Open	RCC	RCC Slab	Parapet in poor Condition	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5.Repair the parapet wall 6. Protect the Slab concrete by guniting	-
26	-	285/1	284/350	11	2x11.65m	Open	RCC	RCC Slab	1) Parapet in bad condition 2) Slab rein exposed	1.Repair the parapet. 2.Protect the exposed reinforced by guniting	-

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SL NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
27	-	285/3	284/900	11	2x25m	Open	RCC	PSC I Girder +RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth	-
28	-	289/1	288/290	11	3x8.3m	Open	RCC	RCC Slab	Footpath damaged	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Relay or repair thefoot path 6. Ptotect the Slab concrete by guniting	-
29	-	289/2	288/415	11	2x8.8m	Open	RCC	RCC Slab	Footpath damaged	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Relay or repair thefoot path 6. Ptotect the Slab concrete by guniting	-
30	-	294/2	293/200	10	1x12.4m	Open	RCC	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 6. Ptotect the Slab concrete by guniting	-
31	-	296/2	295/950	11	2x25.6m	Open	RCC	PSC Girder + RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Ptotect the Slab concrete by guniting	-



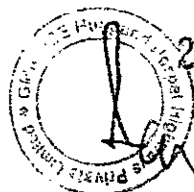


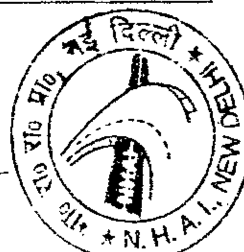
Appendix BXVIII

A. Pipe Culverts

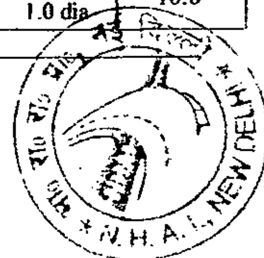
Widening of Culverts

Sl. No.	Existing CD No.	Existing Chainage (Km)	Design Chainage	Type of Structure		Recommendation	Span Arrangement		Proposed total width (m)
				Existing	Proposed		Existing (m)	Proposed (m)	
1	203/1	202/200	199/422	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	12.9
2	207/1	206/500	203/702	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	10.8
3	208/1	207/610	204/828	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	77.5
4	209/1	208/500	205/700	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	53.3
5	211/1	210/500	207/675	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	15.7
6	212/1	211/900	209/041	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	11.9
7	212/2	211/950	209/063	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	14.8
8	213/1	212/700	209/918	Pipe	Pipe	Widening	3 rows of 0.9 dia	3 rows of 0.9 dia	10.8
9	214/1	213/100	210/280	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	10.8
10	214/2	213/250	210/417	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	13.9
11	215/1	214/100	211/284	Pipe	Pipe	Widening	3 rows of 0.9 dia	3 rows of 0.9 dia	10.9
12	216/1	215/050	212/228	Pipe	Pipe	Widening	2 rows of 0.9dia	2 rows of 0.9dia	13
13	216/2	215/700	212/943	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	12.9
14	217/1	216/250	213/417	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	6.4
15	217/2	216/500	213/707	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	14.3
16	218/2	217/590	214/760	Pipe	Pipe	Widening	3 rows of 0.9 dia	3 rows of 0.9 dia	12
17	219/2	218/400	215/580	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	13
18	219/3	218/950	216/115	Pipe	Pipe	Widening	1 rows of 1.0 dia	1 rows of 1.0 dia	12.4
19	220/1	219/800	217/050	Pipe	Pipe	Widening	3 rows of 0.9 dia	3 rows of 0.9 dia	26
20	224/1	223/200	220/337	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	9.5
21	224/2	223/350	220/516	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	8.6
22	228/2	227/450	224/582	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	9.6
23	228/3	227/700	224/828	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	9

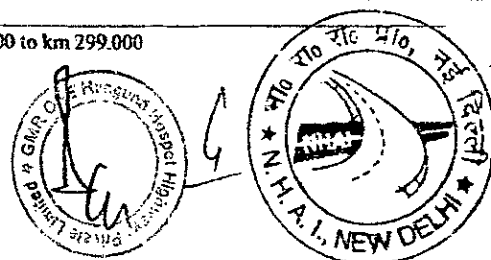




Sl. No.	Existing CD No.	Existing Chainage (Km)	Design Chainage	Type of Structure		Recommendation	Span Arrangement		Proposed total width (m)
				Existing	Proposed		Existing (m)	Proposed (m)	
24	228/4	227/950	225/115	Pipe	Pipe	Widening	3 rows of 1.0 dia	3 rows of 1.0 dia	7.5
25	229/1	228/200	225/357	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	26
26	229/3	228/800	225/948	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	9
27	232/1	231/050	228/160	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	10.5
28	234/1	233/300	230/388	Pipe	Pipe	Widening	3 rows of 1.2 dia	3 rows of 1.2 dia	9.9
29	235/1	234/950	232/050	Pipe	Pipe	Widening	3 rows of 0.9 dia	3 rows of 0.9 dia	60
30	236/1	235/800	232/904	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	60
31	237/1	236/450	233/568	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	60
32	239/1	238/800	235/837	Pipe	Pipe	Widening	3 rows of 0.9 dia	3 rows of 0.9 dia	11.4
33	243/1	242/300	239/397	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	12
34	243/2	242/900	239/959	Pipe	Pipe	Widening	3 rows of 0.9 dia	3 rows of 0.9 dia	11.5
35	248/1	247/400	244/528	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	10.2
36	251/1	250/000	247/077	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	11.2
37	251/2	250/600	247/667	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	11.5
38	251/3	250/900	248/000	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	11.2
39	252/1	251/500	248/610	Pipe	Pipe	Widening	3 rows of 0.9 dia	3 rows of 0.9 dia	11.4
40	254/1	253/300	250/398	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	11.2
41	257/1	256/400	253/490	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	11.8
42	258/2	257/800	254/928	Pipe	Pipe	Widening	1 rows of 1.0 dia	1 rows of 1.0 dia	11.5
43	259/1	258/200	255/126	Pipe	Pipe	Widening	1.0 rows of 1.0 dia	1.0 rows of 1.0 dia	11.4
44	259/2	258/400	255/486	Pipe	Pipe	Widening	1 rows of 1.0 dia	1 rows of 1.0 dia	11.5
45	261/1	260/250	257/311	Pipe	Pipe	Widening	1 rows of 1.0 dia	1 rows of 1.0 dia	11.9
46	261/2	260/600	257/767	Pipe	Pipe	Widening	1 rows of 1.0 dia	1 rows of 1.0 dia	10.9
47	262/1	261/100	258/130	Pipe	Pipe	Widening	3 rows of 0.9 dia	3 rows of 0.9 dia	11
48	263/1	262/100	259/137	Pipe	Pipe	Widening	3 rows of 1.0 dia	3 rows of 1.0 dia	10.8

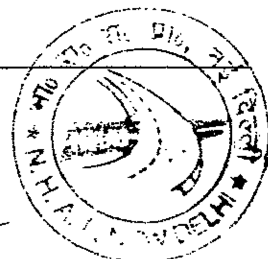
Sl. No.	Existing CD No.	Existing Chainage (Km)	Design Chainage	Type of Structure		Recommendation	Span Arrangement		Proposed total width (m)
				Existing	Proposed		Existing (m)	Proposed (m)	
49	263/2	262/600	259/690	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	12.3
50	265/1	264/600	261/608	Pipe	Pipe	Widening	1 rows of 1.0 dia	1 rows of 1.0 dia	11
51	266/1	265/100	262/113	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	11.2
52	266/2	265/200	262/247	Pipe	Pipe	Widening	3 rows of 1.0 dia	3 rows of 1.0 dia	11.8
53	267/1	266/000	263/020	Pipe	Pipe	Widening	3 rows of 1.0 dia	3 rows of 1.0 dia	11
54	267/2	266/700	263/739	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	11.7
55	269/1	268/900	265/856	Pipe	Pipe	Widening	2 rows of 0.9 dia	2 rows of 0.9 dia	9.5
56	271/1	270/550	267/545	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	10.8
57	272/1	271/150	268/150	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	10.8
58	275/1	274/350	271/371	Pipe	Pipe	Widening	3 rows of 1.0 dia	3 rows of 1.0 dia	11.9
59	276/1	275/100	272/200	Pipe	Pipe	Widening	3 rows of 1.2 dia	3 rows of 1.2 dia	11.5
60	277/2	276/800	273/800	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	10.8
61	278/1	277/200	274/348	Pipe	Pipe	Widening	3 rows of 1.0 dia	3 rows of 1.0 dia	9.5
62	279/1	278/400	275/330	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	10.3
63	284/1	283/900	280/862	Pipe	Pipe	Widening	3 rows of 1.0dia	3 rows of 1.0dia	10.3
64	285/2	284/300	281/350	Pipe	Pipe	Reconstruction	1 rows of 1.2 dia	1 rows of 1.2 dia	11.4
65	286/1	285/100	282/104	Pipe	Pipe	Reconstruction	1 rows of 1.2 dia	1 rows of 1.2 dia	9.3
66	286/2	285/350	282/350	Pipe	Pipe	Widening	1 rows of 1.2 dia	1 rows of 1.2 dia	10.8
67	287/1	286/300	283/280	Pipe	Pipe	Widening	1 rows of 1.2 dia	1 rows of 1.2 dia	12.8
68	287/2	286/500	283/570	Pipe	Pipe	Widening	1 rows of 1.2 dia	1 rows of 1.2 dia	10.5
69	287/3	286/525	283/598	Pipe	Pipe	Widening	1 rows of 1.2 dia	1 rows of 1.2 dia	11
70	287/4	286/850	283/820	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	13.1
71	288/1	287/000	283/958	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	39.2
72	288/2	287/200	284/200	Pipe	Pipe	Widening	3 rows of 1.2 dia	3 rows of 1.2 dia	53.3
73	289/1	288/000	284/926	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	32.8



SL No.	Existing CD No.	Existing Chainage (Km)	Design Chainage	Type of Structure		Recommendation	Span Arrangement		Proposed total width (m)
				Existing	Proposed		Existing (m)	Proposed (m)	
74	289/4	288/650	285/620	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
75	289/5	288/850	285/800	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
76	291/1	290/300	287/282	Pipe	Pipe	Widening	2 rows of 1.0 dia	2 rows of 1.0 dia	52
77	291/3	290/500	287/584	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
78	291/4	290/650	287/733	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
79	293/1	292/350	289/334	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
80	293/2	292/500	289/473	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
81	293/4	292/750	289/769	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	36
82	294/1	293/000	290/032	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	37
83	294/3	293/250	290/256	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
84	294/4	293/400	290/406	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
85	294/5	293/600	290/554	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
86	294/6	293/650	290/608	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
87	-	296/650	293/621	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	29
88	-	296/150	294/411	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	29.1
89	-	296/450	294/740	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	52
90	-	296/700	294/971	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	10.2
91	-	296/900	295/164	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	36.2
92	298/1	297/150	295/427	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	36.2
93	299/2	298/700	297/106	Pipe	Pipe	Widening	1 rows of 0.9 dia	1 rows of 0.9 dia	36.2

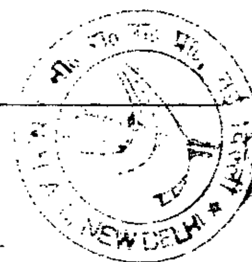
SLC – Slab Culvert, HPC – Hume Pipe Culvert





B. Box Culverts

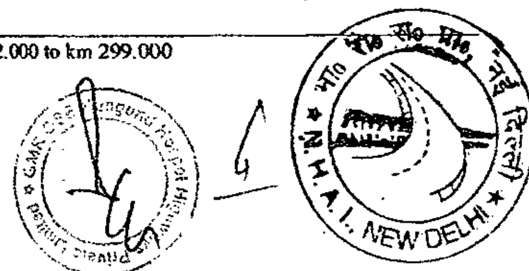
Sl. No.	Existing CD No.	Existing Chainage (Km)	Design Chainage	Type of Structure		Recommendation	Span Arrangement		Proposed total width (m)
				Existing	Proposed		Existing (m)	Proposed (m)	
1	214/3	213/500	210/690	RCC Box	RCC Box	Widening	4.5 x 2.2	4.5 x 2.2	20.28
2	219/1	218/300	215/497	Pipe	RCC Box	Replacement	4 rows of 0.9 dia	4 x 1.9	32.00
3	228/1	227/150	224/244	Pipe	RCC Box	Replacement	4 rows of 1 dia	4 x 1.5	32.00
4	229/2	228/550	225/695	Pipe	RCC Box	Replacement	4 rows of 0.9 dia	4 x 1.5	32.00
5	231/1	230/300	227/474	Pipe	RCC Box	Replacement	4 rows of 0.9 dia	4 x 1.5	32.00
6	236/2	235/950	233/100	Pipe	RCC Box	Replacement	4 rows of 0.9 dia	4 x 3	80.40
7	241/1	240/750	237/855	Pipe	RCC Box	Replacement	4 rows of 0.9 dia	4 x 3	32.00
8	242/2	241/500	238/566	Pipe	RCC Box	Replacement	4 rows of 1 dia	4 x 3	32.00
9	290/1	289/050	286/019	Pipe	RCC Box	Replacement	2 rows of 0.9 dia	3 x 1.5	53.30
10	290/2	289/800	286/795	RC Slab	RCC Box	Widening	1.8 x 2	1.8 x 2	45.00
11	291/2	290/400	287/451	RC Slab	RCC Box	Widening	1.8 x 2.3	1.8 x 2.3	45.00
12	-	296/700	293/680	RC Slab	RCC Box	Widening	3 x 2.2	3 x 2.2	40.30
13	-	296/050	294/354	RC Slab	RCC Box	Widening	3 x 2.2	3 x 2.2	41.10
14	299/1	298/500	296/620	RC Slab	RCC Box	Widening	1 x 3.1	1 x 3.1	36.10
15	299/3	298/950	297/073	RC Slab	RCC Box	Widening	3 x 3.1	3 x 3.1	18.00





Proposed New Culverts

Sl. No	Design Chainage/ Location	Design Chainage	Proposed Structure	Proposed Size Arrangement	Proposed Total width of structure
1	New Box culvert in Interchange at Km 284.429	284+381	RCC Box	6.0 m x 3.0 m	12.50
2	New Box culvert in Interchange at Km 284.429	284+377	RCC Box	6.0 m x 3.0 m	12.50
3	New Box culvert in Interchange at Km 284.429	284+864	RCC Box	6.0 m x 3.0 m	12.50
4	New Box culvert in Interchange at Km 284.429	284+800	RCC Box	6.0 m x 3.0 m	12.75
5	New Box culvert in Interchange at Km 284.429	284+300	RCC Box	6.0 m x 3.0 m	39.75
6	New Box culvert in Interchange at Km 284.429	285+016	RCC Box	6.0 m x 3.0 m	10.75
7	New Box culvert in Interchange at Km 295.8	295+150	RCC Box	6.0 m x 3.0 m	16.25
8	New box culvert in Interchange at Km 295.8	295+850	RCC Box	6.0 m x 3.0 m	21.00
9	New box culvert in Interchange at Km 295.8	296+240	RCC Box	6.0 m x 3.0 m	16.25
10	New box culvert in Interchange at Km 295.8	296+450	RCC Box	6.0 m x 3.0 m	38.25
11	New box culvert in Interchange at Km 295.8	296+150	RCC Box	6.0 m x 3.0 m	11.00
12	New box culvert in Interchange at Km 295.8	295+915	RCC Box	6.0 m x 3.0 m	17.25
13	New box culvert in Interchange at Km 295.8	295+665	RCC Box	6.0 m x 3.0 m	37.75



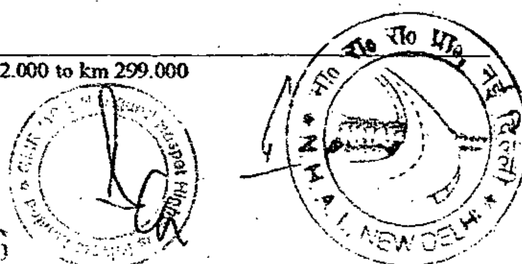
Appendix BXIX

Details of Proposed ROB/RUB

One ROB, one ROB-cum-flyover and two RUBs shall be provided as shown in the Table below

Sl. No.	Location	ROB/ RUB	Existing Chainage/ Design Chainage	Name of crossing	Existing structure	Proposed structure configuration	Proposed structure type	Proposed arrangement	Total width of the structure
1	Hospet-Hubli railway line	ROB	Design km 283+710	Hitnal cross LC132/900	Manned crossing	New 4 lane structure	PSC precast girder + RC slab	1x25m + 1x20m	2x12.00 m
2	Hospet-Vyasanakere railway line	ROB	Existing km 296+686	Near TB dam circle LC5/200-300	Manned crossing	New 6 lane structure	RC precast girder + RC slab & PSC girder	3 x 12 m for ROB	2x15.50 m
3	Hospet-Vyasanakere railway line	RUB* for LHS lane	Design km 296+163	New proposal	Nil	New 3 lane structure	RCC Box	Internal 14.5m x 5.50m height	Length=66m Width=19.35m
4	Hospet-Vyasanakere railway line	RUB* for RHS lane	Design km 296+118	New proposal	Nil	New 3 lane structure	RCC Box	Internal 14.5m x 5.5 m height	Length=79m Width=22.35m

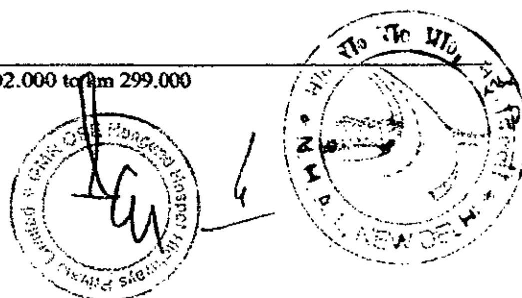
*** RUB by Box pushing technique in rock**



Appendix BXX

Overhead traffic signs

Sl.no.	Type	Approx. Location		Cantilever Length, m
		Hungund - Hospet	Hospet - Hungund	
1	Cantilever gantry	Km 204.480	Km 207.400	11.0 m
2	Cantilever gantry	Km 231.880	Km 235.225	11.0 m
3	Cantilever gantry	Km 276.380	Km 277.975	11.0 m
4	Cantilever gantry	Km 282.980	Km 285.340	11.0 m
5	Cantilever gantry	-	Km 283.700	11.0 m
6	Cantilever gantry	Km 294.600	Km 295.900	11.0m
7	Cantilever gantry	-	Km 296.900	11.0m

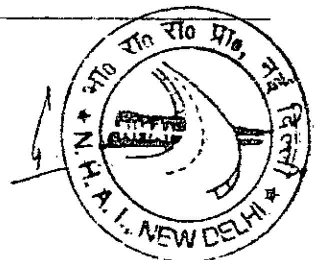


Appendix BXXI

Rest Areas

Rest areas shall be provided at Km 239.000 on RHS and Km 279.000 on LHS. A typical layout plan of rest area is enclosed in soft copy along with plan and profile drawing (CD) enclosed in Appendix BI





Appendix BXXII

Twin tunnel Tubes

Separate 3-lane carriageway tunnel for each direction traffic shall be provided along with 25 m length RCC portals at entry and exit of tunnels.

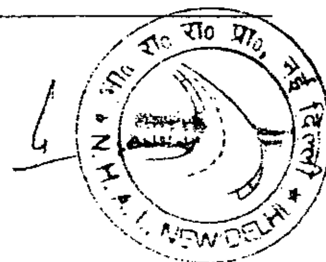
Sl. No	Particulars	Design Chainage		Tentative length m
		From	To	
1	LHS Carriageway	296.215	296.360	145.0
2	RHS Carriageway	296.203	296.357	154.0

Brief details of the twin tunnels are given below

Sl. No	Particulars
1	Tentative length of LHS tunnel : 145.0 *
2	Tentative length of RHS tunnel : 154.0 *
3	Clear spacing between tunnels : 20 m
4	3-lane carriageway width + drain + service duct : 14.5 m
5	Pavement type : Rigid pavement including portals length
6	Lighting + ventilation + fire hydrant shall be provided
7	Minimum clear height from crown side of pavement to introdose of tunnel lining : 5.5 m
8	Shape : Semicircular
9	Permanent support using I-section girder + RCC Concrete lining
10	RCC portal at ends of both tunnels : 25 m length each

* **The proposed length of tunnel is tentative and the same shall be finalised in consultation with IC and Authority. Any change in length of tunnel shall not be treated as change in scope of work.**



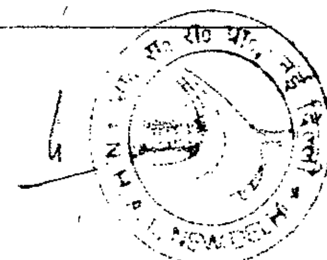


Annex - II
(Schedule-B)

Description of [Six-Laning]

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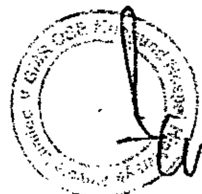




APPENDIX BI

Enclosures of CD



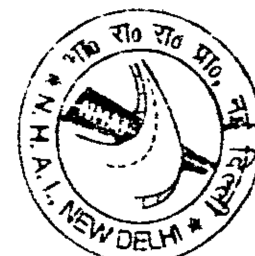


Cross Section Type along the Project Corridor

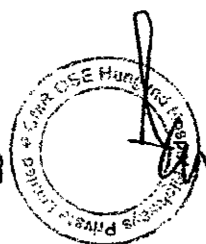
Approximate cross section type (tentative) suitable at various chainages of project highway is shown in Table below.

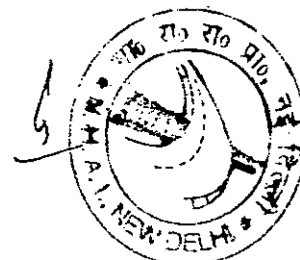
S. No.	Design Chainage From, Km	Design Chainage To, Km	Approx Length (km)	C/s Type
1	199.221	204.212	4.991	CS-01
2	204.212	204.600	0.388	CS-02
3	204.600	207.100	2.500	CS-06
4	207.100	207.300	0.200	CS-01
5	207.100	207.550	0.450	CS-04
6	207.550	208.000	0.450	CS-01
7	208.000	209.320	1.320	CS-03
8	209.320	210.200	0.880	CS-01
9	210.200	210.350	0.150	CS-04
10	210.350	213.410	3.060	CS-01
11	213.410	213.460	0.050	CS-04
12	213.460	215.400	1.940	CS-01
13	215.400	215.450	0.050	CS-04
14	215.450	218.460	3.010	CS-01
15	218.460	218.500	0.040	CS-04
16	218.500	219.270	0.770	CS-01
17	219.270	219.410	0.140	CS-04
18	219.410	220.280	0.870	CS-01
19	220.280	220.860	0.580	CS-03
20	220.860	222.250	1.390	CS-01
21	222.250	222.330	0.080	CS-04
22	222.330	223.080	0.750	CS-01
23	223.080	223.170	0.090	CS-04
24	223.170	224.760	1.590	CS-01
25	224.760	224.800	0.040	CS-04
26	224.800	226.380	1.580	CS-01
27	226.380	226.450	0.070	CS-04
28	226.450	227.010	0.560	CS-01
29	227.010	227.110	0.100	CS-04
30	227.110	228.000	0.890	CS-01
31	228.000	228.600	0.600	CS-03
32	228.600	229.370	0.770	CS-01





33	229.370	229.500	0.130	CS-04
34	229.500	229.710	0.210	CS-01
35	229.710	229.950	0.240	CS-04
36	229.950	231.350	1.400	CS-01
37	231.350	231.410	0.060	CS-04
38	231.410	232.000	0.590	CS-01
39	232.000	235.000	3.000	CS-06
40	235.000	235.112	0.112	CS-02
41	235.112	237.700	2.588	CS-01
42	237.700	237.900	0.200	CS-04
43	237.900	238.400	0.500	CS-01
44	238.400	238.450	0.050	CS-04
45	238.450	239.150	0.700	CS-01
46	239.150	239.350	0.200	CS-04
47	239.350	239.750	0.400	CS-01
48	239.750	240.050	0.300	CS-04
49	240.050	241.700	1.650	CS-01
50	241.700	241.950	0.250	CS-04
51	241.950	244.420	2.470	CS-01
52	244.420	245.020	0.600	CS-03
53	245.020	247.050	2.030	CS-01
54	247.050	247.200	0.150	CS-04
55	247.200	252.080	4.880	CS-01
56	252.080	252.450	0.370	CS-03
57	252.450	261.000	8.550	CS-01
58	261.000	261.670	0.670	CS-03
59	261.670	264.200	2.530	CS-01
60	264.200	264.250	0.050	CS-04
61	264.250	268.660	4.410	CS-01
62	268.660	268.780	0.120	CS-04
63	268.780	268.830	0.050	CS-01
64	268.830	268.880	0.050	CS-04
65	268.880	271.560	2.680	CS-01
66	271.560	272.060	0.500	CS-03
67	272.060	276.420	4.360	CS-01
68	276.420	277.770	1.350	CS-05
69	277.770	277.860	0.090	CS-01
70	277.860	277.910	0.050	CS-04





71	277.910	278.180	0.270	CS-01
72	278.180	278.540	0.360	CS-03
73	278.540	278.650	0.110	CS-04
74	278.650	282.400	3.750	CS-01
75	282.400	282.660	0.260	CS-04
76	282.660	282.760	0.100	CS-01
77	282.760	283.030	0.270	CS-04
78	283.030	283.100	0.070	CS-01
79	283.100	284.100	1.000	CS-05
80	284.100	285.100	1.000	Trumpet Interchange ramp SECTION-BB (REF:SCPL/C-716/RH/DDPR/TIP-01
81	285.100	289.400	4.300	CS-07
82	289.400	289.500	0.100	CS-13
83	289.500	289.620	0.120	CS-07
84	289.620	289.800	0.180	CS-13
85	289.800	291.030	1.230	CS-07
86	291.030	291.200	0.170	CS-13
87	291.200	292.710	1.510	CS-07
88	292.710	292.860	0.150	CS-13
89	292.860	293.000	0.140	CS-07
90	293.000	294.050	1.050	CS-08
91	294.050	294.110	0.060	CS-13
92	294.110	294.220	0.110	CS-07
93	294.220	294.250	0.030	CS-13
94	294.250	294.620	0.370	CS-07
95	294.620	294.900	0.280	CS-13
96	294.900	296.070	1.170	SECTION-BB GIVEN IN INTERCHANGE DWG (REF:SCPL/C-716/RH/DDPR/PP-195)
97	296.070	296.178	0.108	CS-09
98	296.178	296.215	0.037	CS-10
99	296.215	296.360	0.145	CS-11
100	296.360	296.385	0.025	CS-10
101	296.385	296.510	0.125	CS-09
102	296.510	296.689	0.179	Taper from 6 lane to 4lane
103	296.689	297.115	0.426	CS-12





Package-II
Widening options and tunnel

Existing Km		Design Chainage		Length (km)	Widening Option / Bypass		
From (Km)	To (Km)	From (Km)	To (Km)		LHS, km	Symmetrical, km	RHS, km
202.000	205.000	199.221	202.215	2.994	-	-	RHS=2.996
205.000	207.000	202.215	204.212	1.997	LHS=1.997	-	-
207.000	209.500	204.212	206.709	2.497	-	Symm=2.497, Petrol Station on both sides	-
209.500	218.000	206.709	215.180	8.471	-	-	RHS=8.471
218.000	220.500	215.180	217.666	2.486	LHS=2.486	-	-
220.500	236.700	217.666	233.800	16.134	LHS=16.134	-	-
236.700	238.000	233.800	235.112	1.312	-	Symm=1.312, Kushtagi Town	-
238.000	244.500	235.112	241.600	6.488	LHS=6.488	-	-
244.500	246.400	241.600	243.487	1.887	-	-	RHS=1.887
246.400	249.500	243.487	246.577	3.090	LHS=3.090	-	-
249.500	255.490	246.577	252.550	5.973	-	-	RHS=5.973
255.490	262.500	252.550	259.536	6.986	LHS=6.986	-	-
262.500	268.000	259.536	265.019	5.483	-	-	RHS=5.483
268.000	269.000	265.019	266.013	0.994	LHS=0.994	-	-
269.000	273.000	266.013	270.000	3.987	-	-	RHS=3.987
273.000	277.000	270.000	273.990	3.990	LHS=3.990	-	-
277.000	280.500	273.990	277.500	3.510	-	-	RHS=3.510
280.500	282.000	277.500	278.976	1.476	LHS=1.476	-	-
282.000	283.500	278.976	280.465	1.489	-	-	RHS=1.489
283.500	284.500	280.465	281.463	0.998	LHS=0.998	-	-
284.500	286.925	281.463	283.880	2.417	-	-	RHS=2.417
286.925	289.000	283.880	285.933	2.053	-	-	RHS=2.053
289.000	291.600	285.933	288.562	2.629	-	Symm=2.629, Hosahalli town	-
291.600	297.452	288.562	295.740	7.178	-	-	RHS=7.528
297.452	298.515	295.740	296.644	0.904	Re-alignment= 0. 904kms		
298.515	298.350	296.644	296.520	0.471	LHS=0.200		
298.350	299.000	296.520	297.115	0.595	LHS=0.567	-	-
Total				**97.894**	**45.416**	**6.438**	**46.04**



TYPICAL CROSS SECTION: LHS WIDENING IN RURAL SECTION

TYPICAL CROSS SECTION: RHS WIDENING IN RURAL SECTION

DETAIL-X

KERB ON WMM AND PCC

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

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DESIGNED	PVR
DRAWN	KK
CHECKED	BN
APPROVED	KN
DATE	MARCH '09

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4-LANING OF GUAPUR TO HOSPET SECTION OF NH 13 PACKAGING FROM Km 230+000 TO Km 350+000

TITLE: TYPICAL CROSS SECTION: LHS/RHS WIDENING IN RURAL SECTION

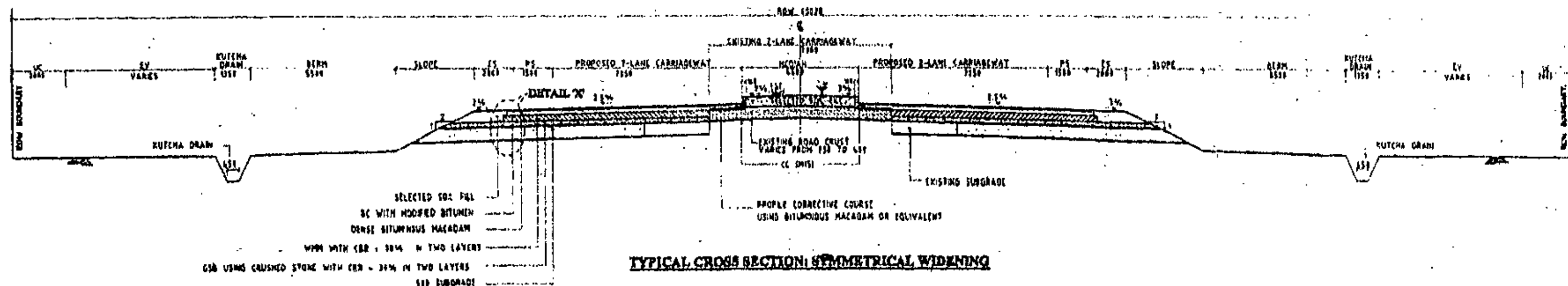
C-718

SCALE: NTS | DRG NO.: SCPL/C-718/NH/CS-01 | REV 0

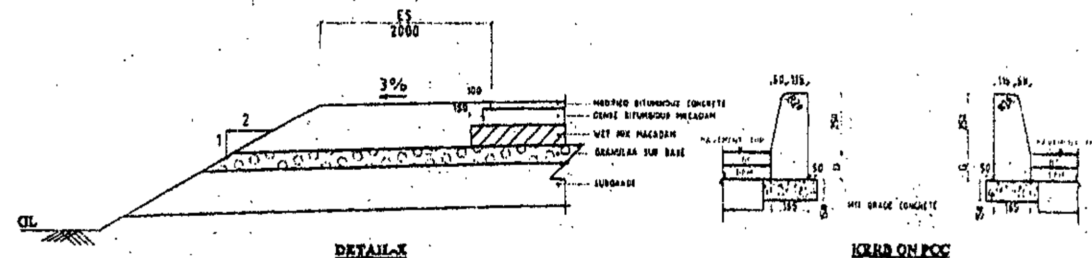
SPAN CONSULTANTS PRIVATE LIMITED (SNC-LAVALIN Group)



216

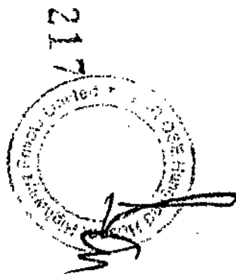


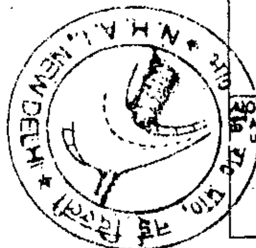
TYPICAL CROSS SECTION: SYMMETRICAL WIDENING



DETAIL-X

KERB ON PCC





NOTES:
All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE
D= VARIES

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED	PVG
DRAWN	RK
CHECKED	BTL
APPROVED	KH
DATE	MARCH '09

CLIENT : NATIONAL HIGHWAYS AUTHORITY OF INDIA

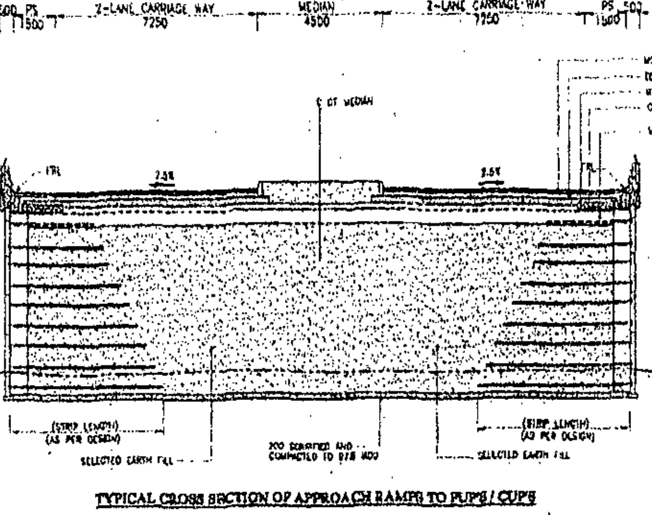
PROJECT: 4 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-D FROM Km.202+000 TO Km.[illegible]

TITLE : TYPICAL CROSS SECTION: SYMMETRICAL WIDENING IN RURAL SECTION

SCALE : NTS | DRG. NO. : SCPL/C-710/RH/CS-02 | REV 0

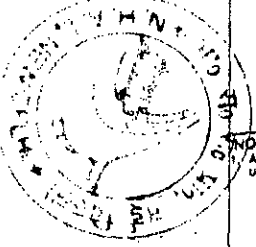
JOB NO. C-710

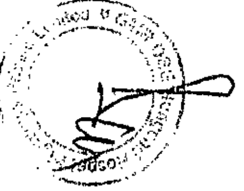
SPAN CONSULTANTS PRIVATE LIMITED (SNC - LAVALIN Group)



TYPICAL CROSS SECTION OF APPROACH RAMPS TO PUPS / CUPS

KERB ON WMM





218

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
CB= CRASH BARRIER
O= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

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DESIGNED	PVR
DRAWN	RK
CHECKED	BG
APPROVED	XN
DATE	MARCH '09

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4-LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-5 FROM Km.202+000 TO Km.259+000

TITLE: TYPICAL CROSS SECTION OF APPROACH RAMPS TO PUPS / CUPS

SHT NO. C-716

SCALE: NTS

DRG. NO.: SCPL/C-716/8/HCS-03

REV. 0

SPAN CONSULTANTS PRIVATE LIMITED (SNC-LAVALIN Group)

℄ OF ROAD

ROW = 30000
ROW = 30000
ROADWAY 25000
UC 2000
VARIES
ES 2000
PS 1500
CARRIAGEWAY 7250
MEDIAN 4500
CARRIAGEWAY 7250
PS 1500
ES 2000
VARIES
UC 2000
1000 1000
1000 1000

W-BEAM METAL CRASH BARRIER
300 HIGH PCC EDGE KERB
300 THK. REVETMENT
200 THK. FILTER LAYER
DETAIL 'X'
2.5%
BC WITH MODIFIED BITUMEN
DENSE BITUMINOUS MACADAM
WMM WITH CBR > 80% IN TWO LAYERS
GSB USING CRUSHED STONE WITH CBR > 30% IN TWO LAYERS
600 SUBGRADE
DETAIL 'Y'
RCC DRAIN
W-BEAM METAL CRASH BARRIER
300 HIGH PCC EDGE KERB
300 THK. REVETMENT
200 THK. FILTER LAYER
DRAIN
200 600 200
200 SCARIFIED AND COMPACTED TO 95% MDD

TYPICAL CROSS SECTION: EMBANKMENT HEIGHT >3000

W-BEAM METAL CRASH BARRIER
300 HIGH PCC EDGE KERB
300 THK. REVETMENT
200 THK. FILTER LAYER
ES 2000
3%
200
MODIFIED BITUMINOUS CONCRETE
DENSE BITUMINOUS MACADAM
WET MIX MACADAM
GRANULAR SUB BASE
SUBGRADE
GL
GL

DETAIL-X

200
PCC EDGE KERB
DRAIN CHUTES @ 10000 C/C
1:2 SLOPE
1:2 SLOPE
A
A
DRAIN WIDTH 600

PLAN OF CHUTE DRAIN

200 600 200
300

SECTION A-A OF CHUTE DRAIN

200 600 200
VARIES
100
1200

DETAIL-Y

KERB ON WMM

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

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DESIGNED	PVR
DRAWN	KK
CHECKED	DRL
APPROVED	KH
DATE	MARCH '09

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4-LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-6 FROM Km.200+000 TO Km.250+000

TITLE: TYPICAL CROSS SECTION: EMBANKMENT HEIGHT >3000

SCALE: NTS
DRG. NO.: SCPL/C-718/RH/CS-04
REV. 0
C-718

SPAN CONSULTANTS PRIVATE LIMITED (SNC-LAVALIN Group)

219

TYPICAL CROSS SECTION OF APPROACH RAMPS TO VUP'S (4-LANE)

DETAIL-X

KERB ON WMM

DRAIN DETAIL

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
- ES= EARTHEN SHOULDER
- PS= PAVED SHOULDER
- UC= UTILITY CORRIDOR
- CB= CRASH BARRIER
- EV= EARTHEN VERGE
- D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	KK
CHECKED	BPL
APPROVED	EH
DATE	MARCH '09

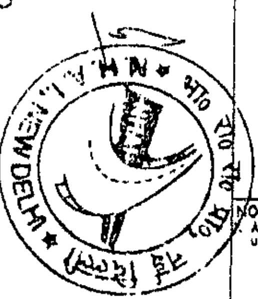
CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4-LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-II: FROM Km.[illegible] TO Km.[illegible]

TITLE: TYPICAL CROSS SECTION OF APPROACH RAMPS TO VUP'S (4-LANE)

SCALE: NTS | DWG NO.: SCPL/C-[illegible] | JOB NO. C-710 | REV. 2

SPAN CONSULTANTS PRIVATE LIMITED (SMEC - LAVALIN GROUP)



TYPICAL CROSS SECTION : 6-LANE DIVIDED HIGHWAY WITH SERVICE ROADS AND WITH RAISED MEDIAN

(Built-up Section - Plain/Rolling terrain)

DRAIN DETAIL

KERB ON PCC

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
CB= CRASH BARRIER
EV= EARTHEN VERGE
D= VARIES

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4-LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-6

TITLE: TYPICAL CROSS SECTION : 6-LANE DIVIDED HIGHWAY WITH SERVICE ROADS AND WITH RAISED MEDIAN

C-718

TYPICAL CROSS SECTION : 8-LANE DIVIDED HIGHWAY WITH SERVICE ROADS AND WITH RAISED MEDIAN

(Combined Section - Plain/Rolling terrain)

ROW 60000

UC 2000 | EV | DRAIN 2000 | SERVICE ROAD 7000 | FOOTPATH/SEPERATION ISLAND 1500 | CB 500 | PS 1500 | PROPOSED 3-LANE CARRIAGEWAY 10750 | EXISTING 2-LANE CARRIAGEWAY 7000 | MEDIAN 4500 | PROPOSED 3-LANE CARRIAGEWAY 10750 | PS 1500 | CB 500 | FOOTPATH/SEPERATION ISLAND 1500 | SERVICE ROAD 7000 | DRAIN 2000 | EV | UC 2000

CRASH BARRIER/RAILING

2.5% 2.5% 3% 3% 2.5% 2.5%

EXISTING ROAD CRUST VARIES FROM 250 TO 400

CC (M15)

EXISTING SUBGRADE

PROFILE CORRECTIVE COURSE USING BITUMINOUS MACADAM OR EQUIVALENT

SELECTED SOIL FILL

BC WITH MODIFIED BITUMEN

DENSE BITUMINOUS MACADAM

WMM WITH CBR > 80% IN TWO LAYERS

GSB USING CRUSHED STONE WITH CBR > 30% IN TWO LAYERS

500 SUBGRADE

DRAIN DETAIL

COVER SLAB

2000

GI GRATING 450X150 @ 5000 c/c

100 ϕ WEEP HOLES @ 2000 c/c @ 0.03B BOTTOM LEVEL

1100

VARIES

200

150

150 THK PCC

KERB ON PCC

50 115

250

PAVEMENT TOP

PCC

M10 GRADE CONCRETE

105

150

NOTES:

All dimensions are in mm unless otherwise indicated.

LEGEND:

UC= UTILITY CORRIDOR
PS= PAVED SHOULDER
CB= CRASH BARRIER
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

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DESIGNED	PVR
DRAWN	RS
CHECKED	BTL
APPROVED	KM
DATE	MARCH '09

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4-LANING OF GHAPUR TO HOSPET SECTION OF NH 13 PACKAGE: FROM KM.[illegible] TO KM.[illegible]

TITLE: TYPICAL CROSS SECTION : 8-LANE DIVIDED HIGHWAY WITH SERVICE ROADS AND WITH RAISED MEDIAN — C-710

SCALE: NTS | DRG. NO.: [illegible] | REV. 0

SIVAN CONSULTANTS PRIVATE LIMITED

222

ROW 60000

15000 | 30000 | 15000

500 PS 1500 | 3-LANE CARRIAGE WAY 10750 | MEDIAN 4500 | 3-LANE CARRIAGE WAY 10750 | PS 500 1500

MODIFIED BC
DBM
WMM
GSB
SUBGRADE

℄ OF MEDIAN

FRL — 2.5% — 2.5% — FRL

U.C 2000 | DRAIN 2000 | EXISTING C/WAY TO BE USED AS SERVICE ROAD 7012 | EV

EV | SERVICE ROAD 7000 | 2.5% | DRAIN 2000 | UC 2000 | DETAIL 'X'

(STRIP LENGTH) (AS PER DESIGN)

SELECTED EARTH FILL

200 SCARIFIED AND COMPACTED TO 97% UDD

SELECTED EARTH FILL

(STRIP LENGTH) (AS PER DESIGN)

TYPICAL CROSS SECTION FROM Design Km 293+050 TO Design Km 293+500

(Flyover Cum ROB Ramps - 6-lane)

BITUMINOUS CONCRETE
DENSE BITUMINOUS MACADAM
WET MIX MACADAM
GRANULAR SUB BASE
SUBGRADE

2.5%

DRAIN 2000

DETAIL-X

KERB ON WMM

DRAIN DETAIL

2000 | 1100 | COVER SLAB | 100 φ WEEP HOLES @ 2000 c/c @ GSB BOTTOM LEVEL

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

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DESIGNED	PVR
DRAWN	PS
CHECKED	ST
APPROVED	SG
DATE	APRIL' 08

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4/6 - LANING OF ... SECTION OF NH-13 PACKAGE-... FROM ... TO ...

TITLE: TYPICAL CROSS SECTION FROM Design Km 293+050 TO Km 293+500

SCALE: NTS

C-716

REV. 0

223

AVERAGE 15000

12
1

12
1

BERM 2000

BERM 2000

19600

DRAIN 1800 | ES 2000 | 3-LANE CARRIAGE WAY 12000 | ES 2000 | DRAIN 1800

12
1

12
1

AVERAGE 9000

2%

3%

RR MASONRY DRAIN

16750

OPEN CUT IN ROCK FROM Design Km.296+070 TO Design Km.296+176 & Design Km.296+385 TO Design Km.296+510 APPROACH TO TUNNEL

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

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DESIGNED	PVR
DRAWN	RS
CHECKED	SR
APPROVED	NN
DATE	APRIL '08

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4/6 - LANING OF [illegible] TO HOSPET SECTION OF NH 13 PACKAGE [illegible]

TITLE: TYPICAL CROSS SECTION OF OPEN CUT IN ROCK

SCALE: NTS

DRG NO.: [illegible]

C-718

REV. 0

[illegible] CONSULTANTS PRIVATE LIMITED

224

300 3 LANE CARRIAGEWAY TUNNEL 300 20000 300 3 LANE CARRIAGEWAY TUNNEL 300

14500 14500

JET VENTILATION FANS

PORTALS

LIGHT

FIRE WATER LINE

SERVICE DUCT

VARIES

TYPICAL CROSS SECTION OF TWIN TUNNEL AT ENTRANCE AND EXIT (SECTION A-A)

Hillock

RCC LINING 300

7250

700

A

1000 PARAPET

Open cut in Rock

CC Pavement Top

Flexible Pavement Top

TUNNEL

RCC PORTAL @ENTRY AND EXIT OF TWIN TUNNELS 25000

TYPICAL L - SECTION OF RCC PORTAL AT ENTRANCE AND EXIT OF TWIN TUNNELS

NOTES:
1. All dimensions are in mm unless otherwise indicated.

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

CLIENT : NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT : 4/6 LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-C: FROM Km.237+064 TO Km.336+072

TITLE : TYPICAL L-SECTION OF RCC PORTAL AT ENTRANCE AND EXIT & TYPICAL CROSS SECTION OF TWIN TUNNELS AT ENTRANCE AND EXIT

DRG. NO. C-718

SPAN CONSULTANTS PRIVATE LIMITED

JET VENTILATION FANS

LIGHTING AS PER CIL TECHNICAL REPORT

FIRE WATER LINE

SERVICE DUCT

12700 CARRIAGEWAY

DISTANCE BETWEEN TUNNELS 20000

320mm PQC
150mm DLC
150mm GSB

3-Lane LHS Tunnel length = 145.00m
Start of LHS Tunnel = Design Km.296.215m
End of LHS Tunnel = Design Km.296.360m

Total Length of twin tunnels = 299.00m

3-Lane RHS Tunnel length = 154.00m
Start of RHS Tunnel = Design Km.296.357m
End of RHS Tunnel = Design Km.296.203m

TYPICAL TWIN TUNNEL CROSS SECTION

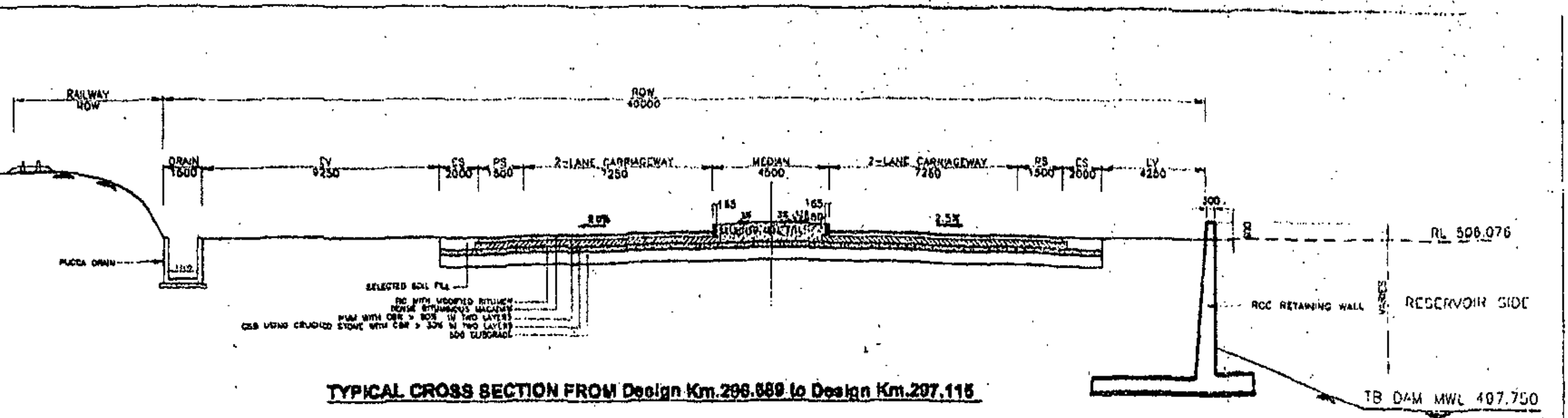
NOTES:
1. All dimensions are in mm unless otherwise indicated.

PQC: Pavement Quality Concrete
DLC: Dry Lean Concrete
GSB: Granular Sub Base

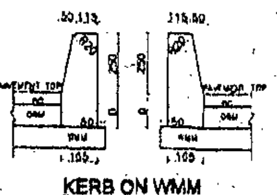
CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

TITLE: TYPICAL TWIN TUNNEL CROSS SECTION

C-716



TYPICAL CROSS SECTION FROM Design Km.296.889 to Design Km.297.115



KERB ON WMM

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
EV= EARTHEN VERGE
D= VARIES

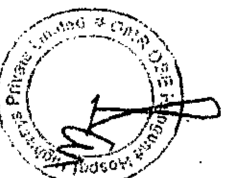
NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	

CLIENT : NATIONAL HIGHWAYS AUTHORITY OF INDIA

TITLE : TYPICAL CROSS SECTION FROM Design Km.296.889 TO Design Km.297.115

C-718





C OF ROAD

ROW = 30000 | ROW = 30000

UC 2000 | VARIES | ES 2000 | PS 1500 | CARRIAGEWAY 10750 | MEDIAN 4500 | CARRIAGEWAY 10750 | PS 1500 | ES 2000 | VARIES | UC 2000

W-BEAM METAL CRASH BARRIER

300 HIGH PCC EDGE KERB

300 THK. REVETMENT

200 THK. FILTER LAYER

DETAIL 'X'

DETAIL 'Y'

2.5%

RCC DRAIN

DRAIN 200 600 200

200 SCARIFIED AND COMPACTED TO 95% MDD

TYPICAL CROSS SECTION: EMBANKMENT HEIGHT >3000

BEAM METAL CRASH BARRIER

300 HIGH PCC EDGE KERB

300 THK. REVETMENT

200 THK. FILTER LAYER

ES 2000

GL

DETAIL-X

PCC EDGE KERB

DRAIN CHUTES @ 10000 C/C

1:2 SLOPE

1:2 SLOPE

PLAN OF CHUTE DRAIN

DRAIN WIDTH 600

200 600 200

SECTION A-A OF CHUTE DRAIN

200 600 200

VARIES

100

1200

DETAIL-Y

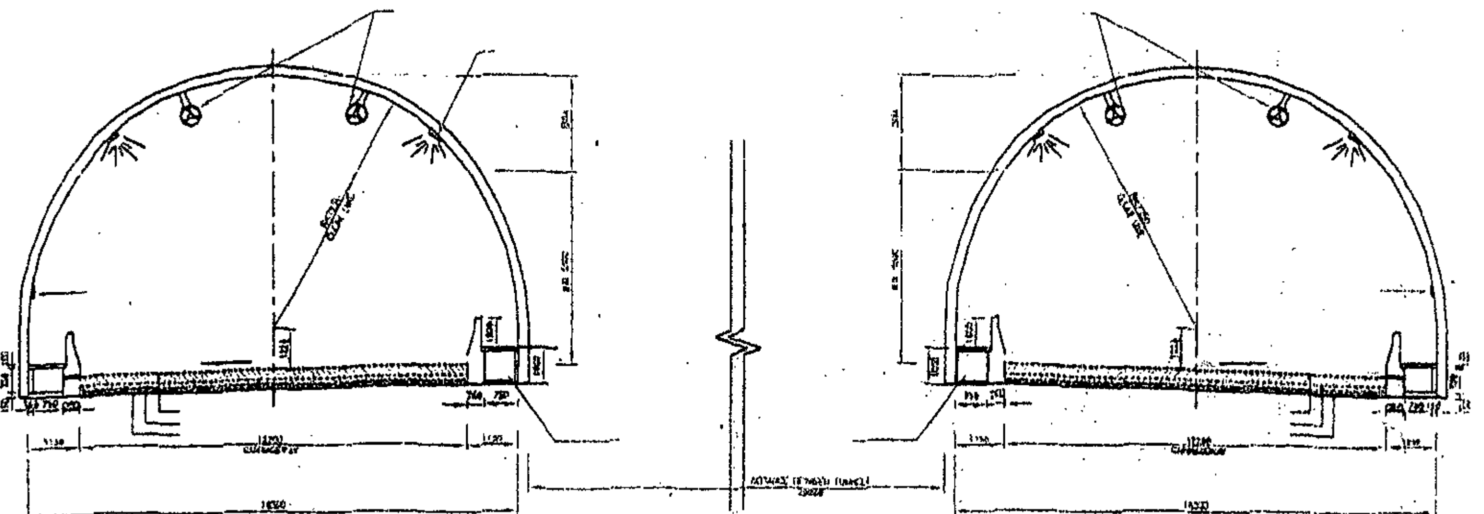
KERB ON WMM

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE

NATIONAL HIGHWAYS AUTHORITY OF INDIA

C-718

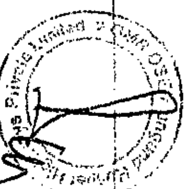


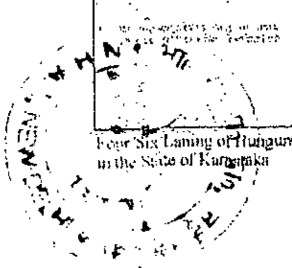
3-Lane LHS Tunnel length = 145.00m
Start of LHS Tunnel = Design Km.296.215m
End of LHS Tunnel = Design Km.296.360m

Total Length of twin tunnels = 299.00m

3-Lane RHS Tunnel length = 164.00m
Start of RHS Tunnel = Design Km.296.367m
End of RHS Tunnel = Design Km.296203m

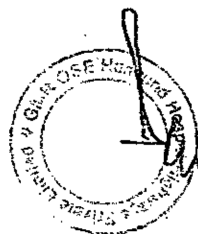
TYPICAL TWIN TUNNEL CROSS SECTION





SCHEDULE-C

PROJECT FACILITIES





SCHEDULE – C

(See Clause 2.1)

PROJECT FACILITIES

1 Project Facilities

The Concessionaire shall construct the Project Facilities in accordance with the provisions of this Agreement. Such Project Facilities shall include:

(a) toll plazas;

(b) roadside furniture;

(c) street lighting;

(d) pedestrian facilities;

(e) landscaping and tree plantation;

(f) rest areas;

(g) truck lay-bys;

(h) bus-bays and bus shelters;

(i) cattle crossings;

(j) traffic aid posts;

(k) medical aid posts;

(l) vehicle rescue posts; and

(m) telecom system;

2 Project Facilities for Four-Laning

Project Facilities forming part of Four-Laning and to be completed on or before the Project Completion Date have been described in Annex-I of this Schedule-C.

3 Project Facilities for [Six-Laning]

Deleted.



Annex - I
(Schedule-C)

Project Facilities for Four-Laning

1 **Project Facilities**

The Concessionaire shall construct the Project Facilities described in this Annex-I to form part of the Four-Lane Project Highway. The Project Facilities shall include:

(a) toll plazas;

(b) roadside furniture;

(c) street lighting

(d) pedestrian facilities;

(e) landscaping and tree plantation;

(f) rest areas;

(g) truck lay-bys;

(h) bus-bays and bus shelters;

(i) cattle and pedestrian crossings;

(j) traffic aid posts;

(k) medical aid posts;

(l) vehicle rescue posts; and

(m) telecom system;

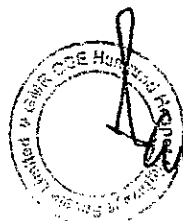
2 **Description of Project Facilities**

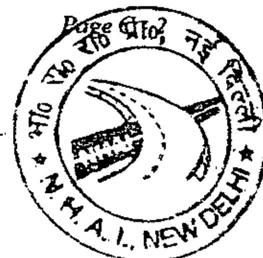
Each of the Project Facilities is briefly described below:

(a) **Toll Plazas;**

Toll Plazas shall be provided at following three locations as per section-10 of manual. The operation and maintenance centre shall be provided at the Toll Plazas or at any other location along the highway in accordance with Clause 12.13 of the Manual of Specifications and Standards.

Sl.No.	Existing Chainage, Km	Design Chainage, Km
1	229.061	226.200
2	283.500	280.470
3	Between Existing Km 288.200 to Km 297.750 of NH:13	





(b) Road side Furniture;

Road side furniture shall be provided in accordance with section-9 of the Manual of Specifications and Standards.

(c) Street Lighting;

Street lighting and lighting system shall be provided in accordance with clause 12.3 of section-12 of the Manual of Specifications and Standards.

(d) Pedestrian Facilities;

Pedestrian crossing Facilities shall be provided in accordance with clause 12.2 of section-12 of the Manual of Specifications and Standards.

(e) Landscaping and Tree Plantation;

Highway landscaping and tree plantation shall be provided in accordance with Section-11 of the Manual of specifications and Standards.

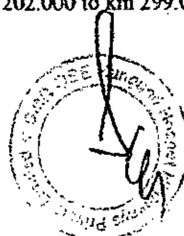
(f) Rest areas;

Rest areas shall be provided at existing Km 239.000 on RHS and Km 279.000 on LHS. Facilities shall be provided in accordance with clause 12.6 of section-12 of the Manual of Specifications and Standards.

(g) Truck Lay-bys;

4 truck lay-byes shall be provided as shown in Table below conforming to clause 12.4 of section-12 of Manual of Specifications and Standards.

Sl. No.	Existing Chainage (Km)	Design Chainage (Km)	Side (Left/Right)
1	215.725	212.900	LHS
2	233.000	230.113	RHS
3	252.600	249.660	LHS
4	272.650	269.650	RHS





(h) Bus-bays and Bus Shelter;

Bus-bays and Bus Shelter shall be provided at following locations conforming to clause 12.5 of Manual of specifications and standards.

Sl. No	LHS		RHS	
	Design Chainage, km	**Road Towards**	**Design Chainage, km.**	**Road Towards**
1	205.570	-	205.950	Kyodiguppa
2	232.550	Sindanur	232.600	Naragunda
3	244.200	Mettaladinne	244.300	-
4	246.650	-	246.950	Nelogal
5	251.450	Gunnal	251.450	-
6	257.600	Sulikiri	257.700	-
7	264.750	Arisinakeri	264.850	-
8	276.100	Budagumpa	276.200	-
9	279.625	Agalkere	279.950	Hosahalli
10	286.184	Hosahalli village	286.054	Hosahalli village
11	-	-	288.870	Munirabad
Total no. of Bus Bays and shelter = 21				





(i) Cattle and Pedestrian Crossings;

Details of Proposed Pedestrian/Cattle Underpasses (PUPs / CUPs)

Eight pedestrian/cattle underpasses are proposed for use of public and cattle as shown in the Table below. The size of the proposed PUPs/ CUPs shall be clear 5.0m X 3.0m

Sl No.	Existing Chainage	Design Chainage	Name of Intersecting Roads	Type of Underpass	Proposed structural configuration	Proposed Structure type	Approx. Length (m)	Total width of the structure
1	211.880	209.050	Kandagal - Ilakal road	PUP / CUP	4-lane box structure	RCC Box	1320 m	23m
2	223.375	220.526	Kyadaguppa Road	PUP / CUP	4 lane box structure	RCC Box	580 m	23m
3	231.195	228.325	Vanageri	PUP / CUP	4 lane box structure	RCC Box	600 m	23m
4	247.650	244.733	Mataldinne-	PUP / CUP	4 lane box structure	RCC Box	600 m	23m
5	255.200	252.268	Gunnala	PUP / CUP	4 lane box structure	RCC Box	400 m	23m
6	264.250	261.304	Hosagal – Koppal cross	PUP / CUP	4 lane box structure	RCC Box	670 m	23m
7	274.560	271.79	Kookanapalli	PUP / CUP	4 lane box structure	RCC Box	500 m	23m
8	281.300	278.39	Kerihalli	PUP / CUP	4 lane box structure	RCC Box	660 m	23m

(j) Traffic Aid Posts;

Traffic Aid Posts shall be provided at the Toll Plazas in accordance with Clause 12.8 of Manual of specifications and standards.

(k) Medical Aid Posts;

Medical aid posts shall be provided at the Toll Plazas in accordance with clause 12.9 of Manual of specifications and standards.

(l) Vehicle rescue posts;

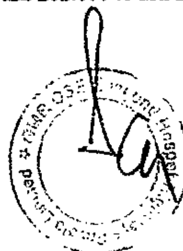
Vehicle rescue posts shall be provided at the Toll Plazas in accordance with clause 12.10 of Manual of specifications and standards.

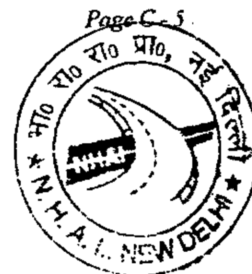
(m) Telecom system;

Telecom posts shall be provided at the Toll Plazas locations for convenience of the users of the Project Highway with necessary equipments.

Communication system shall be provided between toll plaza control room and traffic aid posts, medical aid posts and vehicle rescue posts.

Note: In case of any discrepancy in numbers or location of any of the project facilities mentioned in this Annex-I, the Independent Engineer shall finalize the number/location of these facilities as per site requirement.





Annex - II
(Schedule-C)

Project Facilities for [Six-Laning]

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SCHEDULE-D

SPECIFICATIONS & STANDARDS





SCHEDULE – D
(See Clause 2.1)

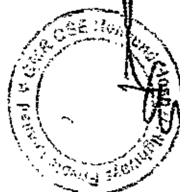
SPECIFICATIONS AND STANDARDS

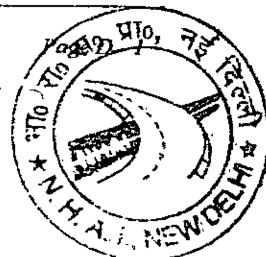
1. Four-Laning

The Concessionaire shall comply with the Specifications and Standards set forth in Annex-I of this Schedule-D for construction of the Four-Lane Project Highway.

2. [Six-Laning]

Deleted.





Annex-I
(Schedule-D)

Specifications and Standards for Four-Laning

1. **Manual of Specifications and Standards to apply**

Subject to the provisions of Paragraph 2 of this Annex-I, Four-Laning of the Project Highway shall conform to the "Manual of Specifications and Standards for Four-Laning of National Highways. An authenticated copy of the Manual has been provided to the Concessionaire as part of the bid documents.

2. **Deviations from the Manual**

Not withstanding anything contained in the aforesaid Manual, the following specifications and standards shall apply to the Four-lane Project Highway and for purpose of this agreement, the aforesaid manual shall be deemed to be amended to the extent setforth below.

Clause 2.9.4 : Radii of Horizontal curves

Absolute minimum radius of horizontal curves shall be as shown in Appendix BVIII.

Clause 10.4.12 : Number of Lanes at Toll Plaza

The following change of specification shall be applicable for toll plaza at Km 283.500 only.

Second para second sentence which reads

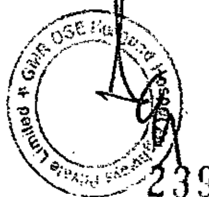
" Not less than 2 middle toll lanes shall be capable of being used as reversible lanes to meet the demand of tidal flow " is deleted.

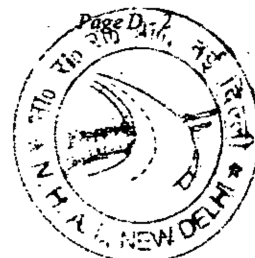
The following shall be added:

U-turn of traffic from Hospet side before crossing toll plaza at Km 283.500 (design Km 280.470) shall not be allowed.

The median of 1.8m width shall be continued up to toll plaza except 10m length. This opening in median shall be closed with temporary barricade and used in case of emergency.

The above deviation in specification shall not be applicable for traffic from Kushtagi side to toll plaza at Km 283.500 (design Km 280.470).





Annex - II
(Schedule-D)

Specifications and Standards for [Six-Laning]

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MANUAL
OF
SPECIFICATIONS & STANDARDS



FOR
FOUR LANING
OF
HIGHWAYS THROUGH
PUBLIC PRIVATE PARTNERSHIP

INDIAN ROADS CONGRESS
2009

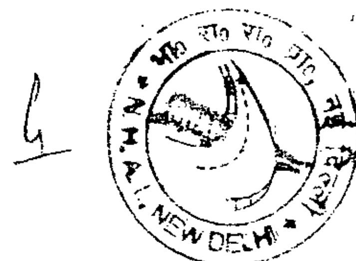




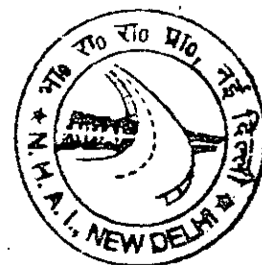
CONTENTS



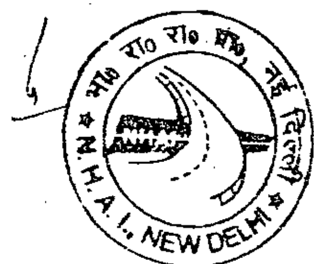
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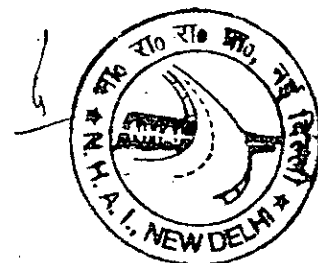


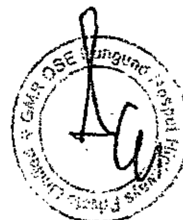

N.H.A.I., NEW DELHI




N.H.A.I., NEW DELHI

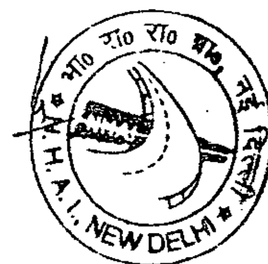


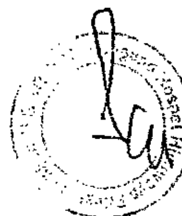

N.H.A.I., NEW DELHI




NEW DELHI




N.H.A.I., NEW DELHI




NEW DELHI

SECTION - 1

GENERAL




GENERAL

1.1 This Manual is applicable for Four Laning of Highways through Public Private Partnership (PPP) mode. The scope of the work shall be as defined in the Concession Agreement. This Manual shall be read harmoniously with the intent of the Concession Agreement.

1.2 The Project Highway and the project facilities shall conform to the requirements of design and specifications set out in this Manual which are the minimum prescribed. The project report and other information provided by the Authority[1] shall be used by the Concessionaire only for its own reference and for carrying out further investigations. The Concessionaire shall be solely responsible for undertaking all the necessary surveys, investigations and detailed designs in accordance with good industry practice and due diligence, and shall have no claim against the Authority for any loss, damage, risk, costs, liabilities or obligations arising out of or in relation to the project report and other information provided by the Authority.

1.3 At least 2 weeks prior to commencement of the work, the Concessionaire shall draw up a Quality Assurance Manual (QAM) covering the Quality System (QS), Quality Assurance Plan (QAP) and documentation for all aspects of the bridge and road works and send three copies each to the Independent Engineer (IE) for review. The class of quality assurance shall not be less than Q-3. (Refer IRC:SP:47 and IRC:SP:57)

1.4 The Codes, Standards and Technical Specifications applicable for the design and construction of project components are:

(i) Indian Roads Congress (IRC) Codes and Standards; (Refer Appendix-2).

(ii) Specifications for Road and Bridge Works issued by the Ministry of Road Transport & Highways(MORTH) hereinafter referred to as MORTH or Ministry's Specifications.

(iii) Any other standards referred to in the Manual and any supplement issued with the bid document.

[1] Authority / Government / Client





1.5 Latest version of the Codes, Standards, Specifications, etc. notified/published at least 60 days before the last date of bid submission shall be considered applicable.

1.6 The terms 'Ministry of Surface Transport', 'Ministry of Shipping, Road Transport & Highways' and 'Ministry of Road Transport and Highways' or any successor or substitute thereof shall be considered as synonymous.

1.7 The terms 'Inspector' and 'Engineer' used in MORTH Specifications shall be deemed to be substituted by the term "Independent Engineer", to the extent it is consistent with the provisions of the Concession Agreement and this Manual. The role of the Independent Engineer shall be as defined in the Concession Agreement.

1.8 *In case of any conflict or inconsistency in the provisions of the applicable* IRC Codes, Standards or MORTH Specifications, the provisions contained in this Manual shall apply.

1.9 In the absence of any specific provision on any particular issue in the aforesaid Codes or Specifications read in conjunction with the Specifications and Standards contained in this Manual, the following standards shall apply in order of priority.

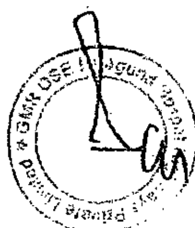
(i) Bureau of Indian Standards (BIS)

(ii) American Association of State Highway and Transportation Officials (AASHTO) Standards or American Society for Testing and Materials (ASTM) Standards or Euro Codes or British Standards or Australian Standards

(iii) Any other specifications/standards proposed by the Concessionaire and reviewed by the IE.

1.10 All items of building works shall conform to Central Public Works Department (CPWD) Specifications for Class 1 building works[2] and standards given in the National Building Code (NBC). For the Project Highway through the state entity, to the extent specific provisions for building works are made in IRC/MORTH Specifications, the same shall *prevail over the CPWD/NBC provisions For this purpose, building works shall be* deemed to include toll plaza complex, road furniture, roadside facilities, landscape elements and/or any other works incidental to the building works.

[2] The State Government may prescribe concerned State PWD Specifications, if so desired.




1.11 Guidelines for Preparing Schedules of the Concession Agreement

Certain paras (full or part) in Sections 1 to 13 of this Manual refer to the Schedules of the Concession Agreement. While finalizing the feasibility/project report for the Project Highway, and the scope of the project each of these Paras should be carefully examined and addressed by the Authority with a view to making appropriate provisions in the Schedules of the Concession Agreement. (A list of the Paras that refer to such Schedules has been provided at Appendix-1 for ready reference).

1.12 Alternative Standards and Specifications

The requirements stated in the Manual are the minimum. The Concessionaire will, however, be free to adopt international practices, alternative specifications, materials and standards to bring in innovation in the design and construction provided they are better or comparable with the standards prescribed in the Manual. The specifications and techniques which are not included in the MORTH /IRC Specifications shall be supported with authentic standards and specifications mentioned in Para 1.9. Such a proposal shall be submitted by the Concessionaire to the Independent Engineer. In case, the Independent Engineer is of the opinion that the proposal submitted by the Concessionaire is not in conformity with any of the international standards or codes, then he will record his reasons and convey the same to the Concessionaire for compliance. A record shall be kept by the Independent Engineer, of the non-compliance by the Concessionaire of the minimum Specifications and Standards specified in the Manual. Adverse consequences, if any, arising from any such non-compliance, shall be treated as "Concessionaire Default" and shall be dealt in accordance with the provisions of the Concession Agreement.

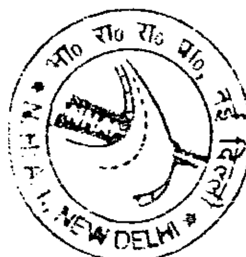
1.13 General considerations for planning, design and construction

The Project Highway shall be planned as a "partially access controlled highway" where access to the highway shall be provided only at pre-determined locations. In doing so, the Concessionaire shall take measures to overcome the physical and operational constraints and plan, design and construct the Project Highway using appropriate methods, management techniques and technologies. General consideration shall, without being limited to, be as follows:-

(a) The constraints

The physical constraints in the existing highway are in the form of limitation of right of way, un-regulated access, inadequate service roads and underpasses, numerous at-grade junctions, lack of physical separation between local and through traffic etc. The





operation constraints arise out of the necessity or possibility of closing a portion of the road for construction and/ or diverting the traffic to temporary diversions, thereby reducing the capacity and safety of the existing highway. The solutions evolved by the Concessionaire shall be such that these operational constraints are overcome through appropriate planning, design and construction method, techniques and technologies and by adopting suitable traffic management measures.

(b) Safety of design

All designs shall be safe to ensure that the Project Highway or any part thereof (for example embankment, pavement, retaining structures, bridges, culverts, etc) does not collapse (global stability) nor its serviceability/performance (for example settlement, roughness, undulations, deflections, etc) deteriorates below acceptable level as prescribed in Schedule K of the Concession Agreement.

(c) Durability

The Project Highway shall not only be safe but also durable. This would mean that the deteriorating effects of climate and environment (for example wetting and drying, freezing and thawing, if applicable, temperature differences, aggressive environment leading to corrosion, etc) in addition to the traffic shall be duly considered in design and construction to make the Project Highway durable .

(d) Mitigating disruptive effects of construction

The planning, design and construction of the highway shall be such that the construction of Project Highway does not have adverse impact on the environment and does not disrupt the lives and business activities of the people living close to the Project Highway.

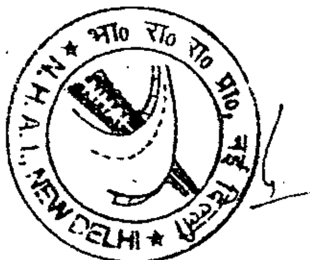
1.14 Safety during Construction and Operation & Maintenance

1.14.1 The Concessionaire shall develop, implement and administer a surveillance and safety programe for providing a safe environment on or about the Project Highway, and shall comply with the safety requirements set forth in the Concession Agreement.

1.14.2 Before taking up any construction or maintenance operation/work, the Concessionaire shall prepare a Traffic Management Plan for each work zone and furnish it to the Independent Engineer for comments duly incorporating the following:

(i) Designate a Site Safety Team headed by a qualified Safety Officer.





(ii) Traffic safety devices as per IRC SP 55 with the following specifications:

(a) Signages of retro reflective sheet of high intensity grade.

(b) Delineators in the form of cones/drums (300 to 500 mm dia and 1000 mm high) made of plastic/ rubber having retro reflective red and white band, at a spacing of maximum 5 m along with a reflective tape (red and white band) to be tied in between the gaps of cones/drums. A bulb/ flasher using solar energy is to be placed on the top of the cone/drum for night delineation.

(c) Barricades using iron sheet (plain) with adequate iron railing/frame painted with retro-reflective paint in alternate black and white (or yellow and black) stripes. Warning lights at 5.0 m spacing shall be mounted on the barricades and kept lit in the dark hours and night.

(iii) The arrangement of traffic during construction and maintenance shall conform to the requirements of Clause 112 of MORTH Specifications. Ensure availability of 7 m paved carriageway for traffic without potholes or other defects. At locations where available carriageway is less than 7 m, provide *round the clock traffic* signals with marshals carrying mobile/walky-talky at both ends to control both directions of traffic.

(iv) Sprinkling of water for dust control at work zones, haul roads and plant/ camp sites.

(v) Noise/Pollution suppression measures at work zones, haul roads and plant/camp sites.

(vi) Mechanical, electrical and fire safety practices.

(vii) Safety measures like PPE (Personal Protection Equipment) for workers engaged.

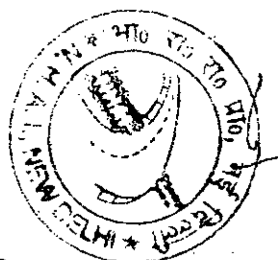
(viii) First Aid and Emergency Response Arrangements i.e. First Aid Box, Ambulance, paramedical staff, alarms, etc.

(ix) Safety training/awareness programmes.

(x) Formats to maintain the accident records/emergency response provided during accidents.

(xi) A penalty scheme for violations in provision of adequate traffic control devices and proper traffic management should be proposed by the Concessionaire. In





case of default the amount of penalty shall be paid by the Concessionaire to the Authority.

(xii) A compensation scheme including insurance cover for third party for workers, road users and road side residents in case of death/injury/damage to the vehicle/property resulting from accidents on the Project Highway, irrespective of the person at fault should be proposed by the Concessionaire.

1.14.3 The Concessionaire shall also be responsible for ensuring compliance of all labour laws and regulations including those relating to the welfare of workers engaged both directly and indirectly on the Project Highway, besides their occupational safety and health.

1.15. The Concessionaire shall set up field laboratory for testing of materials and finished products as stipulated in Clause 121 of MORTH Specifications. It shall make necessary arrangements for additional/confirmatory testing of any materials/products at the government accredited laboratory, for which facilities at site laboratory are not available.

1.16 Environment Mitigation Measures

The Concessionaire shall carry out tests/ monitor various parameters impacting the environment of the Project Highway keeping in view the guidelines of the Ministry of Environment and Forests and submit proposals for mitigation of adverse environment impact including provision of noise barriers, etc. for review and comments of the IE, if any and undertake implementation of the proposals in consultation with the IE.

1.17 Utilities

The details of the new utilities which are to be constructed or provided for along or across the Project Highway shall be as specified in Schedule 'B' of the Concession Agreement.

1.18 Review and comments by the Independent Engineer

In cases where the Concessionaire is required to send any drawings or documents to the Independent Engineer for review and comments, and in the event such comments are received by the Concessionaire, it shall duly consider such comments in accordance with the Concession Agreement and Good Industry Practice for taking appropriate action thereon. The correspondence between the Concessionaire and the





Independent Engineer shall be deemed valid only if a copy thereof is endorsed to and received by the Authority.

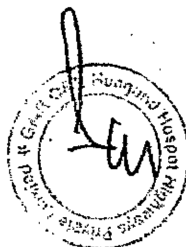
1.19 Definitions and Interpretation

1.19.1 Unless specified otherwise in this Manual, the definitions contained in the Model Concession Agreement (MCA) for Public Private Partnership (PPP) in Highways as published by the Planning Commission, Government of India, shall apply.

1.19.2 Built up area shall mean sections of the Project Highway that are situated within the limits of a municipal town and shall include sections of 200 m or more in non-municipal areas where dwellings/shops have been built on one or both sides of the Project Highway on at least 50 per cent of the total length comprising such section. The Built up areas shall be as specified in Schedule 'B' of the Concession Agreement.

1.19.3 The definition of PCU used in this Manual shall be as per IRC Codes and Guidelines.

1.20 This Manual is for 4-laning of the Project Highway. However, in some stretches, as indicated in Schedule 'B' of the Concession Agreement, 6-lane divided carriageway shall be provided as part of 4-laning of the Project Highway (Refer para 2.18). This shall not be construed as 6-laning of the Project Highway.





SECTION - 2

GEOMETRIC DESIGN

AND

GENERAL FEATURES





GEOMETRIC DESIGN AND GENERAL FEATURES

2.1 General

(i) This section lays down the standards for geometric design and general features for four-lane divided carriageway.

(ii) (a) In built-up areas, 6-lane divided carriageway along with service roads shall be provided as part of 4-laning of the Project Highway. Such stretches where the requirement of 6-laning is dispensed with and only 4-laning with or without service road and footpath is to be provided will be as indicated in Schedule 'B' of the Concession Agreement.

(b) Where there is constraint of ROW width, the Authority may specify construction of a bypass. The alignment of the bypasses shall be as specified in Schedule 'B' and in conformity with the site earmarked in Schedule 'A' of the Concession Agreement.

(iii) The geometric design of the Project Highway shall conform to the standards set out in this section as a minimum.

(iv) As far as possible, uniformity of design standards shall be maintained throughout the length of the Project Highway. In case of any change, it shall be effected in a gradual manner.

(v) Where the existing road geometrics are deficient with respect to minimum requirements and its improvements to the prescribed standards is not feasible due to any constraint in acquisition of additional land, such stretches shall be as specified in Schedule 'B' of the Concession Agreement.

(vi) Existing horizontal curves, which are found deficient in radius, layout, transition lengths or super-elevation shall be corrected to the standards specified in this section.

(vii) Any deficiencies in the vertical profile in respect of grades, layout of vertical curves and sight distance shall be corrected to meet the minimum requirements specified in this section.

2.2 Design Speed

2.2.1 The design speeds given in Table 2.1 shall be adopted for various terrain classification (Terrain is classified by the general slope of the ground across the highway alignment).





Table 2.1 Design Speed

Nature of Terrain	Cross slope of the ground	Design speed (km/hr)	
		Ruling	Minimum
Plain and Rolling	Up to 25 per cent	100	80
Mountainous and Steep	More than 25 per cent	60	40

Short stretches (say less than 1 km) of varying terrain met with on the road stretch shall not be taken into consideration while deciding the terrain classification for a given section of Project Highway.

2.2.2 In general, the ruling design speed shall be adopted for the various geometric design features of the road. Minimum design speed shall be adopted only where site conditions are restrictive and adequate land width is not available. Such stretches shall be as indicated in Schedule 'B' of the Concession Agreement.

2.3 Right-of-Way

The ROW available for the Project Highway shall be as given in Schedule- A of the Concession Agreement. The Authority would acquire the additional land required, if any. The land to be acquired shall be indicated in Schedule 'B' of the Concession Agreement. The minimum Right of Way for non-urban and urban areas should be as prescribed in IRC:73 and IRC:86 respectively.

2.4 Lane width of Carriageway

The standard lane width of the Project Highway shall be 3.5 m.

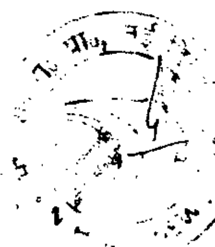
2.5 Median

2.5.1 The median shall be either raised or depressed. The width of median is the distance between inside edges of carriageway. The type of median shall depend upon the availability of Right of Way. The minimum width of median, subject to availability of Right of Way, for various locations shall be as in Table 2.2.

Table 2.2: Width of Median

Type of Section	Minimum Width of Median (m)		
	Plain and Rolling terrain		Mountainous and Steep terrain
	Raised	Depressed median	Raised
Open country with isolated built up area	4.5	7.0	2.0
Built up area	2.0	Not Applicable	2.0
Approach to grade separated structures	4.5	Not Applicable	2.0





The type and widths of median in various stretches of Project Highway shall be as indicated in Schedule 'B'.

2.5.2 The median shall have suitably designed drainage system so that water does not stagnate in the median.

2.5.3 In case of depressed median, a minimum 0.6 m width adjacent to carriageway in either direction shall be paved.

2.5.4 As far as possible, the median shall be of uniform width in a particular section of the highway. However, where changes are unavoidable, a transition of 1 in 20 shall be provided.

2.5.5 In the case of depressed median, metal beam type (double beam) crash barriers shall be provided at either side of the median. Suitable shrubs as per Section 11 of this Manual shall be provided.

2.5.6 Suitable antiglare measures such as metal/plastic screens shall be provided in flat stretches or on horizontal curves to reduce headlight glare from opposite traffic. The total height of screen including the height of the barrier shall be 1.5 m.

2.6 Shoulders

2.6.1 Width of Shoulders

The shoulder width on the outer side (left side of carriageway) shall be as given in Tables 2.3. and 2.4.

Table 2.3 Width of Shoulders in Plain and Rolling Terrain

Type of Section	Width of Shoulder (m)		
	Paved	Earthen	Total
Open country with isolated built up area	1.5	2.0	3.5
Built up area	2.0	-	2.0
Approaches to grade separated structures	2.0	-	2.0
Approaches to bridges	1.5	2.0	3.5



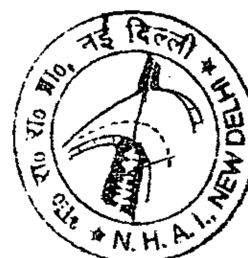


Table 2.4 : Width of Shoulders in Mountainous and Steep Terrain (Hilly Area)

Type of Section	Width of Shoulder, including drain and crash barrier as applicable (m)	
Open country with isolated built up area	1.5 (on hill side) 2.0 (on valley side)	Earthen Shoulder
Built up area and approaches to grade separated structures/bridges	1.5 (on hill side) 2.0 (on valley side)	Raised Footpath along with provision of adequate drainage along and across the footpath

Note : In mountainous and steep terrain, the scope of work defined by the Authority may be two-lane carriageways on different alignments (contours). In that case, IRC SP 73 – 2007 Manual of Specifications and Standards for two-laning of Highways shall apply to the two-lane carriageways on different alignments (contours).

2.6.2 **Type of Shoulder**

The type of shoulder shall be as below:

(i) In the built up section and approaches to the grade separated structures, the shoulder shall be paved in full width.

(ii) Earthen shoulders shall be covered with 150 mm thick layer of granular material conforming to the requirements given in Clause 401 of MORTH Specifications.

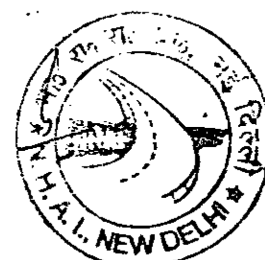
(iii) In embankments with height more than 6.0 m, the granular shoulder may be raised with provision of kerb channel to channelize the drainage as an erosion control device in accordance with Section 6.

(iv) The composition and specification of the paved shoulder shall be same as of the main carriageway.

2.7 Roadway Width

2.7.1 The width of roadway shall depend upon the width of carriageway, shoulders and the median.





7 On horizontal curves with radius up to 300 m, width of pavement and roadway in each carriageway shall be increased as per Table 2.5

Table 2.5: **Extra Width of Pavement and Roadway in each carriageway**

Radius of Curve	Extra Width
75-100 m	0.9 m
101-300 m	0.6 m

2.8 Crossfall

2.8.1 The crossfall on straight sections of road carriageway, paved shoulders and paved portion of median shall be 2.5 per cent for bituminous surface and 2.0 per cent for cement concrete surface.

2.8.2 The crossfall shall be unidirectional for either side carriageway sloping towards the shoulder in straight reaches and towards the lower edge on horizontal curves. The camber on the existing road shall be modified to unidirectional crossfall.

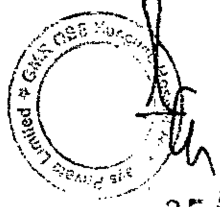
2.8.3 The crossfall for granular shoulders on straight portions shall be at least 0.5 per cent steeper than the slope of the pavement and paved shoulder subject to a minimum of 3.0 per cent. On super elevated sections, the earthen portion of the shoulder on the outer side of the curve would be provided with reverse crossfall of 0.5% so that the earth does not drain on the carriageway and the storm water drains out with minimum travel path.

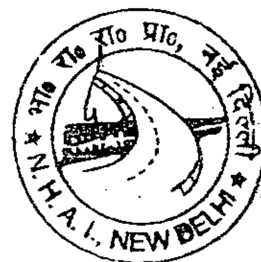
2.9 Geometric Design

2.9.1 Geometric design shall conform to IRC:73, except as otherwise indicated in this Manual.

2.9.2 All horizontal curves shall consist of circular portion flanked by spiral transitions at both ends.

2.9.3 Superelevation





Superelevation shall be limited to 7 per cent, if radius of curve is less than desirable minimum radius. It shall be limited to 5 per cent, if radius is more than desirable minimum.

2.9.4 Radii of Horizontal Curves

The minimum and absolute minimum radii of horizontal curves for various classes of terrain are given in Table 2. 6

Table 2.6: Minimum Radii of Horizontal Curves

Nature of terrain	Desirable Minimum	Absolute minimum
Plain and Rolling	400 m	250 m
Mountainous and Steep	150 m	75 m

The radius of horizontal curves for various terrain conditions shall not be less than the desirable minimum values given in Table 2.6 except for Sections as indicated in Schedule 'B'. For such Sections, the radius shall not be less than absolute minimum.

2.9.5 Sight Distance

The safe stopping sight distance and desirable minimum sight distance for divided carriageway for various design speeds are given in Table 2.7. The desirable values of sight distance shall be adopted unless there are site constraints. A minimum of safe stopping sight distance shall be available throughout.

Table 2.7: Safe Sight Distance

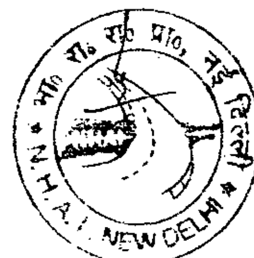
Design Speed (km/hr)	Safe Stopping sight distance (m)	Desirable minimum sight distance (m)
100	180	360
80	130	260
60	90	180
40	45	90

2.9.6 Vertical Alignment

2.9.6.1 The vertical alignment should provide for a smooth longitudinal profile. Grade changes shall not be too frequent as to cause kinks and visual discontinuities in the profile. In this regard, directions given in IRC : 73 should be kept in view.

2.9.6.2 Gradients





The ruling and limiting gradients are given in Table 2.8

Table 2.8: Gradients

Nature of terrain	Ruling gradient	Limiting gradient
Plain and Rolling	3.3%	5.0%
Mountainous	5.0%	6.0%
Steep	6.0%	7.0%

2.9.6.3 Long sweeping vertical curves shall be provided at all grade changes. These shall be designed as square parabolas.

2.9.6.4 Design of vertical curves and its coordination with horizontal curves, shall be in accordance with IRC: SP: 23.

2.10 Lateral and Vertical Clearance at Underpasses

Wherever a cross road is proposed to be taken below the Project Highway, minimum clearances at underpasses shall be as follows:

2.10.1 Lateral Clearance

(i) Full roadway width at the approaches shall be carried through the underpass. This width shall not be less than 12 m (7 m carriageway + 2 x 2.5 m shoulder width on either side) or as indicated in Schedule 'B'.

(ii) Guardrails / crash barriers shall be provided for protection of vehicles from colliding with the abutments and piers and the deck of the structures.

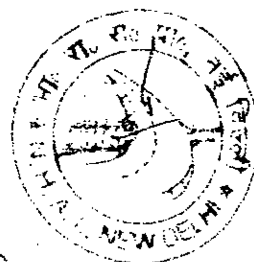
(iii) The width of cattle and / or pedestrian underpass shall not be less than 5 m.

2.10.2 Vertical Clearance

Vertical clearance at underpasses shall not be less than the values given below:

(i)	Vehicular underpass	5.5 m
(ii)	*Pedestrian and Cattle underpass*	3.0 *m* (to be increased to 4.5m, in case certain categories of animals such as elephant/camel are expected to cross the Project Highway frequently. This will be as specified in Schedule 'B')





Wherever existing slab culverts and minor bridges allow a vertical clearance of more than 2m, these can be used in dry season for pedestrian and cattle crossing by providing necessary flooring. This will not be a substitute for normal requirements of pedestrian and cattle crossings as per para 2.13.3.

2.11 Lateral and Vertical Clearance at Overpasses

Wherever any structure is provided over the Project Highway; the minimum clearances at overpasses shall be as follows:

2.11.1 Lateral Clearance

Full roadway width shall be carried through the overpass structure unless otherwise specified in Schedule 'B'. Provision shall also be made for future widening of the Project Highway to 6-lane with service roads. The abutments and piers shall be provided with suitable protection against collision of vehicles. Crash barriers shall be provided on abutment side and on sides of piers for this purpose. The ends of crash barriers shall be turned away from the line of approaching traffic.

2.11.2 Vertical Clearance

A minimum 5.5 m vertical clearance shall be provided at all points of the carriageway of the Project Highway.

2.12 Access Control

2.12.1 Access

Access to the Project Highway shall be partially controlled. In general, access to the Project Highway shall be provided at the following locations:

(i) Intersection with National Highways

(ii) Intersection with State Highways

(iii) Intersection with Major District Roads

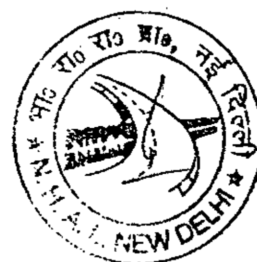
(iv) Intersection with Village Roads/Other District Roads, subject to a minimum distance of 3 km from the nearest intersection.

The locations of intersections shall be specified in Schedule 'B'.

2.12.2 *Service Roads*

2.12.2.1 The location and length of service roads, to be constructed by the Concessionaire shall be specified in Schedule 'B' of the Concession Agreement. The width of the service road shall be 7.0m.





2.12.2.2 For the stretches where total length of a bridge is less than 60 m and the service road is required to be provided on both sides of the stream, then the service road, shall continue across the stream and suitably designed 2-lane bridge structure shall be provided. In cases involving bridges of 60 m length or more, separate bridge structures may not be provided and service road shall be merged with the Project Highway at 50 m distance before the bridge structure, unless otherwise specified in Schedule 'B' of the Concession Agreement.

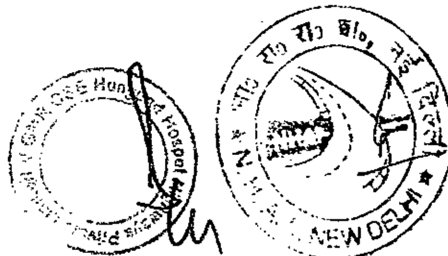
2.12.2.3 Wherever service roads are provided, provision shall be made for proper entry and exit ramps between the main highway and the service roads, duly keeping in view future widening of main highway to six-lanes. The layout shall be as per Figure 2.1A to 2.1H.

2.13. Grade Separated Structures

2.13.1 The type, location, length, number and the openings required and approach gradients for various grade separated structures shall be as specified in Schedule 'B' of the Concession Agreement. The approach gradient to the grade separated structure shall not be steeper than 2.5 per cent (1 in 40).

2.13.2 Vehicular Underpass/Overpass

The vehicular under/overpass structures shall be provided at the intersection of the Project Highway with all the National Highways and State Highways. Such under/over passes shall also be provided across other categories of roads carrying an average daily traffic of more than 5000 Passenger Car Units (PCUs) on the date of inviting bids. The structure may be either an underpass or an overpass depending upon the nature of terrain, vertical profile of road, availability of adequate right of way, etc. Unless otherwise specified in Schedule 'B' of the Concession Agreement, the Project Highway shall be carried at the existing level in rural areas and the cross road would be either an underpass or overpass and the entire cost involved in lowering or raising the existing cross road would be included as part of the cost of the Project Highway. However, in urban areas, the cross road shall be carried at the existing level, unless otherwise specified in Schedule 'B' of the Concession Agreement. Decision whether the cross road or the Project Highway will be carried at the existing level will be taken at the time of preparing the feasibility report and would be based on considerations of drainage, land acquisition, provision of ramps for the grade separated facility, height of embankment and project economy etc.



2.13.3 Cattle and Pedestrian Underpass/Overpass

These shall be provided as specified in Schedule 'B' of the Concession Agreement.

(i) An underpass/overpass for crossing of cattle and pedestrians may not be necessary within a distance of 2 km from Vehicular underpasses.

(ii) The width of Pedestrian or Cattle crossing shall not be less than 5 m.

(iii) The pedestrian crossings shall have provision for movement of physically challenged persons.

(iv) Underpasses shall be preferred to overpasses.

(v) Pedestrian underpass/overpass shall also be provided within a distance of 200 m from a school or hospital or factory/industrial area.

2.13.4 Road Over Bridges (ROBs)/Road Under Bridges (RUBs) shall be provided as per Section-7 of this Manual.

2.14 Median openings

2.14.1 Median openings shall not be spaced closer than 2 km. Additional controlled openings shall also be provided for inspection, and diversion of traffic during repair and rehabilitation.

2.14.2 Median opening shall not be provided in front of the service road entry. The distance between the service road entry and the median opening shall be at least equal to the sum of length of acceleration lane, weaving length, and deceleration length. Location of opening shall be so decided as to minimize intraflow. This distance shall however be not less than 150 m.

2.14.3 All median openings shall be provided with additional 3.5 m wide shelter lane by the side of median in both directions for waiting of vehicles to take U turn. Wherever required, horizontal geometrics of the road shall be suitably adjusted.

2.14.4 Length of median opening shall not be less than 20 m.

2.15 Fencing

Fencing shall be provided between the service road and the Project Highway to prevent the pedestrians, local vehicles and animals entering the highway. The fencing





shall be either of metal double beam crash barrier or pedestrian guardrail given in Para 9.10 of this Manual

2.16 Typical cross sections

Typical cross sections of Project Highway are given in Fig 2.2 to 2.10 for various locations as below:

Figure 2.2 shows typical cross section Type-A1 for 4-lane divided highway in open country with isolated built-up area in plain/rolling terrain, without service roads and with depressed median

Figure 2.3 gives typical cross section Type-A2 for 4-lane divided highway in open country in plain/rolling terrain with service roads on both sides and with depressed median

Figure 2.4 shows typical cross section Type-A3 for 4-lane divided highway in open country with isolated built-up area in plain/rolling terrain, without service roads and with raised median.

Figure 2.5 gives typical cross section Type-A4 for 4-lane divided highway in open country in plain/rolling terrain with service roads on both sides and with raised median

Figure 2.6 shows typical cross section Type-B for 4-lane divided highway in built-up section in plain and rolling terrain with service roads on both sides and with raised median

Figure 2.7 shows typical cross section Type-C1 for 4-lane divided highway on different contours in open country with isolated built-up area in mountainous terrain.

Figure 2.8 shows typical cross section Type-C2 for 4-lane divided highway on different contours in built up section in mountainous terrain.

Figure 2.9 shows typical cross section Type-C3 for 4-lane divided highway at same level in open country with isolated built-up area in mountainous terrain.

Figure 2.10 shows typical cross section Type-C4 for 4-lane divided highway at same level in built up section in mountainous terrain.




2.17 Capacity of Four-lane Highway

For the purpose of augmentation of the facilities and upgradation of the Project Highway, the design service volume for different terrain conditions and level of service shall be as specified in Table 2.9.

Table 2.9 Design Service Volume for Four-lane Highways in PCUs per day

Terrain	Design Service Volume in PCUs per day	
	Level of Service 'B'	Level of Service 'C'
Plain and Rolling	40,000	60,000
Mountainous and Steep	20,000	30,000

Note : The definition of PCU here is as per IRC Codes and Guidelines and not the definition given in MCA

2.18 Warrants for Six-Laning

Unless otherwise specified in the Concession Agreement, the Project Highway shall be widened to 6-lane when total traffic including the traffic on service roads, if any, reaches the design service volume corresponding to Level of Service 'C' for 4-lane highway specified in Table 2.9.





SECTION – 3

INTERSECTIONS

AND

GRADE SEPARATORS




INTERSECTIONS AND GRADE SEPARATORS

3.1 Introduction

3.1.1 The intersections to be provided shall be one of the following types:

(i) *At-grade Intersections*

(ii) Grade separated Intersections without ramps

(iii) Interchanges

The types and locations of Intersections, Interchanges and Grade-separated Intersections without ramps shall be based on requirements stipulated in IRC:SP:41, IRC:5, IRC:92, MORTH Specifications for Road and Bridge works. These shall be specified in Schedule 'B' of the Concession Agreement.

3.1.2 The existing intersections, which are deficient with respect to the minimum requirements shall be improved to the prescribed standards. Additional land, if any, required for improving the existing intersections shall be provided by the Authority.

3.2 At-grade Intersections

3.2.1 The type of intersections to be adopted shall be decided on the basis of parameters like number of intersecting legs, traffic volume/speed, type of traffic control etc. Properly designed intersections shall be provided at all at-grade crossings. Rotary shall not be provided.

3.2.2 (i) The intersections shall be designed having regard to flow, speed, composition, distribution and future growth of traffic. Design shall be specific to each site with due regard to physical conditions of the site available. The design of different elements of intersection shall be done as per IRC: SP. 41 " Guidelines on Design of At-grade Intersections in Rural and Urban Areas" including other criteria given in this Manual. MORTH-Type Designs for Intersection on National Highways may also be referred to, wherever required to develop suitable layout and design of At-grade Intersections.





(ii) At multi leg intersections, the points of conflict should be studied carefully and possibilities of realigning one or more of the intersecting legs and combining some movements to reduce the conflicting movements shall be examined. The object shall be to simplify the design and appropriate control devices added to ensure more efficient and safe operation.

(iii) The channelising islands shall start from the edge of the paved shoulder. This principle shall also apply in case of MORTH – Type Designs for Intersections on National Highways.

3.2.3 Cross roads shall join directly on to service roads and the entry to and exit from the Project Highway shall be through end connections as shown in figures 2.1A to H.

3.3 Grade separated intersections and interchanges

3.3.1 Grade separated intersections, without ramps, shall be provided at locations where traffic on cross roads is moderate to heavy. Under this type, two cross roads separate at different grades (as Road Under Bridge or Road Over Bridge). The access from Project Highway to the cross roads in case of such grade separated intersections without ramps, shall be through other existing roads/ service roads.

3.3.2 An interchange is justified at locations where traffic on cross road is heavy and an at grade intersection fails to handle the volume of turning, merging and diverting traffic.

3.3.3 Geometric Standards for design

The geometric design standards for various elements of grade separators shall be as given in IRC:92. Gradient for approaches shall not be steeper than 2.5% (1 in 40).

3.3.4 Design of Structures

Design of structures shall conform to Section 7 of this Manual. Minimum length of viaduct required to be provided shall be specified in Schedule 'B'.

3.3.5 Lighting

Lighting requirement shall be as per Section 12 of this Manual. The top and underside of the grade separated structures and interchange area at the ground level upto 50 m beyond the point from where flaring of the main carriageway takes place shall be provided with lighting.





3.4 Detailed Design and Data for review by the IE

The Concessionaire shall submit the details of the ground surveys, traffic data, traffic forecast, design and drawings of the intersections and interchanges showing all safety features to the Independent Engineer for review and comments, if any.





SECTION – 4

EMBANKMENT

&

CUT SECTIONS





EMBANKMENT & CUT SECTIONS

4.1General

4.1.1 The design and construction of the road in embankment and in cuttings shall be carried out in accordance with Section 300 of MORTH Specifications and the requirements, and standards and specifications given in this Section. This Section also covers specifications for subgrade and earthen shoulders.

4.1.2 Efforts should be made to remove the inherent deficiencies in plan and profile of the existing road. The final centre line of the road and the road levels shall be fixed duly considering all the relevant factors covering structural soundness, safety and functional requirements as per relevant IRC Codes and provisions of this Manual

4.1.3 The existing road embankment shall be widened/ modified to the specified cross sectional details.

4.2 Embankment

4.2.1 The height of the embankment shall be measured with respect to the finished road levels. The following principles shall be kept in view while fixing the road level:

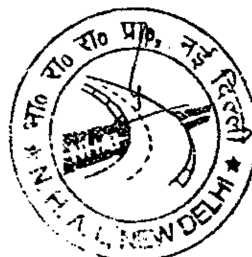
(i) No section of the road is overtopped. The finished road level shall be at least 0.6 m above ground level (except in cutting and transition length).

(ii) The bottom of subgrade is generally 1.0 m above the high flood level/high water table. However, in the case of existing old roads where it may be difficult to fulfill this criterion without needing reconstruction or raising in substantial length, the criteria may be relaxed depending on site conditions, ensuring that the bottom of subgrade is 0.6 m above High Flood Level (HFL). The HFL should be decided by intelligent inspections, local observations, enquiries and studying the past records. If raising of any section (s) of the existing road is required, the same shall be specified in Schedule 'B' of the Concession Agreement.

4.2.2 Materials and Physical Requirements

4.2.2.1 Sourcing of materials for embankment and subgrade construction, as well as compliance with environmental requirements in respect of excavation and borrow areas under the applicable laws shall be the sole responsibility of the Concessionaire.





4.2.2.2 The material to be used in subgrade shall satisfy the design California Bearing Ratio (CBR) at the specified density and moisture content.

4.2.2.3 The embankment and subgrade shall be compacted to satisfy the minimum compaction requirements given in Clause 305 of MORTH Specifications.

4.2.3 Structural features and design of embankment

4.2.3.1 Embankment with height 6.0 m or above shall be designed in accordance with IRC:75 taking into account slope stability, bearing capacity, consolidation, settlement and safety considerations based on geotechnical and investigation data. Where the embankment is to be supported on a weak stratum, appropriate remedial/ground improvement measures shall be taken.

4.2.3.2 Side slopes shall not be steeper than 2H:1V unless soil is retained by suitable soil retaining structures.

4.2.3.3 The side slopes shall be protected against erosion by providing a suitable vegetative cover, kerb channel, chute, stone/cement concrete block pitching or any other suitable protection measures depending on the height of the embankment and susceptibility of soil to erosion. Drainage arrangement shall be provided as per Section 6 of this Manual.

4.2.4 Use of Pond Ash for Embankment Construction

Where pond ash is used for embankment construction in pursuance of the instructions of the Ministry of Environment and Forests or otherwise, the embankment shall be designed and constructed in accordance with IRC: SP:58.

4.3 Roadway in Cutting

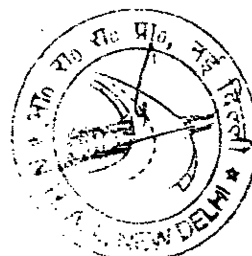
The road level shall be fixed, keeping in view the provisions of relevant IRC Codes

4.4 Soil Investigations and Design Report

4.4.1 General

The Concessionaire shall carry out necessary soil surveys, and field and laboratory investigations for selecting appropriate borrow pits, identifying and treating problematic ground locations, if any, and for finalizing structural features and design of the





embankment and cut sections and establishing improved ground properties. A report on the soil investigation shall be furnished along with the design.

4.4.2 Soil Investigations for Embankment

Soil investigations shall cover the following:

(a) Soil investigations and tests in accordance with the requirements specified in IRC: SP:19 and shall be reported in the Proforma given in Table 1 of IRC:SP:19. In addition to this, all tests as per the requirements of MORTH Specifications shall be reported.

(b) In respect of embankments with height more than 6 m, additional investigations and soil tests as per IRC: 75 and Appendix 10 of IRC: SP:19.

(c) Information regarding the topography, high flood level, natural drainage conditions, highest sub-soil water level, and the nature and extent of inundation, if any.

(d) The characteristics of embankment foundation including the presence of any unsuitable/weak strata, marshy areas, water logged areas, etc.

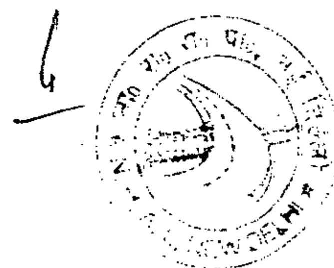
(e) Along the alignment of the road, where unstable strata, soft material or poor subsoil conditions have been met with at the foundation level, the soil profile shall be drawn after determining through borings, the type of soil at different levels. The borings shall be at maximum interval of 100 m to a depth of 2 m or more below the existing ground as necessary. In the case of high embankments, the borings shall be taken down to a depth equal to twice the height of the embankment.

(f) Any particular construction problems of the area or other important features.

(g) Geotechnical properties of pond ash, covering parameters specified in Table 1 of IRC: SP: 58 and Optimum Moisture Content (OMC) – dry density relationship for heavy compaction. This information shall be furnished, in case pond ash is used in embankment construction.

4.4.3 Soil Investigations for Cut Sections





Soil investigations and tests shall be carried out in accordance with the requirements specified in IRC:SP:19 and information regarding depth of water table, seepage flow, presence of any weak, unstable or problematic strata.

4.4.4 Design Report

The Concessionaire shall prepare the design report with all relevant details including the following:

(i) Road Embankment

(a) The detailed design of the embankment, remedial / ground improvement treatment where required. For embankments with height more than 6 m, construction methodology should also be included.

(b) Design of retaining walls / reinforced earth structures.

(c) Design of protection measures for embankment slope and drainage arrangement.

(d) Design of pond ash embankment in case use of pond ash is proposed.

(e) Any additional information relevant to the design of embankment.

(ii) Cut Section

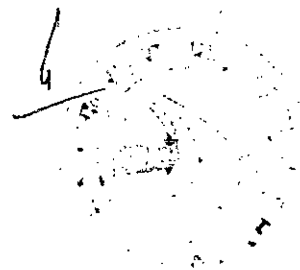
(a) Type of cutting involved and proposed cut slopes shall be provided in accordance with the nature of the soil encountered. Where required, benching including use of slope stability measures like pitching, breast walls, etc. shall be adopted to make the slopes stable and safe

(b) Design and details of erosion control, slope protection measures, etc.

(c) In cut sections in hilly terrain, the problem of seepage flow is common. Where such conditions exist, necessary measures shall be taken including provision of deep side drains to intercept the seepage flow and discharge the drained water into suitable outlets to avoid any damage to road and cut slopes. Design and details of drainage arrangement for sub-soil and surface water shall be furnished. It should be ensured that rain water and seepage water is quickly drained out. The gradient of drain shall not be flatter than 1 in 200.

(d) Any other additional information relevant to the design of cut slopes.





SECTION - 5

PAVEMENT DESIGN



PAVEMENT DESIGN

5.1 General

5.1.1 The design and construction of new pavement sections, and of strengthening measures (overlay) for the existing pavement shall be carried out in accordance with the criteria, standards and specifications given in this section. Where alternative specifications or materials are proposed to bring in innovation in design etc., provisions of Para 1.12 of this Manual shall apply.

5.1.2 The design of new pavement sections or strengthening of existing pavements shall take into account all relevant factors for assuring reliable performance and shall also satisfy the specified minimum performance requirements.

5.1.3 The Concessionaire shall undertake the necessary soil, material and pavement investigations and traffic volume and axle load studies in accordance with the good industry practice for preparing detailed designs.

5.1.4 The materials, mixes and construction practice shall meet the requirements prescribed in the MORTH/ IRC Specifications.

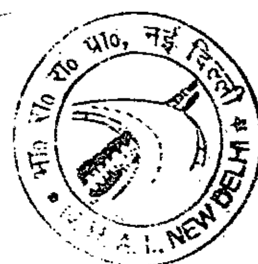
5.1.5 Where problematic conditions such as expansive soils, swamps or marshes, flooding, poor drainage, frost susceptible areas etc. are found to exist, adequate measures shall be adopted to deal with such site conditions.

5.2 Type of Pavement

5.2.1 Unless otherwise specified in Schedule 'B', the Concessionaire may adopt any type (flexible/rigid) of pavement structure for new construction

5.2.2 Strengthening of the existing flexible pavement will be carried out by providing appropriate bituminous overlay, unless specified otherwise in Schedule 'B' of the Concession Agreement.





5.2.3 The Authority may require provision of cement concrete pavement on the new carriageway and/ or replacement of existing pavement depending upon specific site conditions. Such requirements shall be as specified in Schedule 'B' of the Concession Agreement. The minimum design, construction, performance and maintenance requirements for cement concrete pavements will be specified by the Authority and Schedule-K of the Concession Agreement will be modified accordingly.

5.3 Method of Design – New Pavements

5.3.1 Method of Design of Flexible Pavement

The new pavement shall be designed in accordance with the IRC: 37 Guidelines for the Design of Flexible Pavements.

5.3.2 Method of Design of Rigid Pavement

Rigid pavement shall be designed in accordance with the method prescribed in IRC:58 "Guidelines for the Design of Plain Jointed Rigid Pavements for Highways".

5.4 Design Requirements for New Pavement Sections

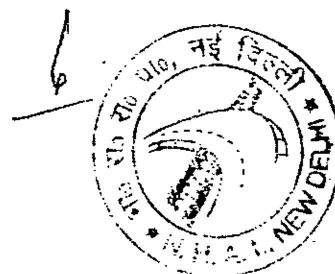
5.4.1 Flexible Pavement - Design Period and Strategy

(i) Flexible pavement shall be designed for a minimum design period of 15 years or operation period, whichever is more. Stage construction will be permissible subject to the requirements specified in para (ii) below.

(ii) Alternative strategies or combination of initial design, strengthening and maintenance can be developed by the Concessionaire to provide the specified level of pavement performance over the operation period subject to satisfying the following minimum design requirements.

(a) The thickness of sub-base and base of pavement section is designed for a minimum design period of 15 years or the operation period, whichever is more and the initial bituminous surfacing for a minimum design period of 10 years.





(b) The pavement shall be strengthened by bituminous overlay as and when required to extend the pavement life to full operation period. The thickness of bituminous overlay shall be determined on the basis of IRC: 81.

5.4.2 Rigid Pavement -- Design Period and Strategy

(i) Rigid pavement shall be designed for a minimum design period of 30 years. The stage construction shall not be permitted.

(ii) The Pavement Quality Concrete (PQC) shall rest over Dry Lean Concrete (DLC) subbase of 150 mm thickness.

(iii) The DLC will meet the minimum cement and compressive strength requirement as prescribed in IRC:SP:49. DLC will extend beyond the PQC (including that in shoulder, if any) by 0.5 m on either side.

(iv) Below DLC layer, a properly designed drainage layer Granular Sub Base (GSB) of 150 mm thickness shall be provided throughout the road width . It shall be designed to obtain a drainage coefficient of not less than 20 m per day.

5.4.3 Pavement Performance Requirements

(i) The pavement structure shall be capable of giving the specified performance over the entire operation period.

(ii) The new pavement surface shall satisfy the following standards.

(a)	Surface Finish	As per requirements of Clauses 902 and 903 of MORTH Specifications
(b)	Roughness in each lane	Not more than 2000 mm/km for each lane in a km length
(c)	Rutting	
	In wheel path measured by 3 m Straight Edge.	Nil
(d)	Cracking or any other distress	Nil




(iii) During the operation period, the pavement surface roughness or any structural or functional distress shall not exceed the values specified in Schedule–K of the Concession Agreement. Generally the pavement condition in terms of roughness, cracking and rutting should not deteriorate to the maximum values specified in Schedule-K for rectification, earlier than 5 years from the original level/ from the year of rectification. Any treatment in the form of renewal/ overlay carried out or required to restore/ correct/ improve the riding quality or any distress shall be of such thickness and specification that will restore the riding quality to roughness not exceeding 2000 mm/km.

(iv) During the operation and maintenance period, the pavement strength shall be evaluated periodically through deflection measurements (Refer to para 5.8 (ii) of this Section) and the stretches exhibiting any structural deficiency shall be rectified.

5.5. Design Traffic

5.5.1. The design traffic shall be estimated in terms of cumulative number of standard axles (8160 kg) to be carried by the pavement during the design period.

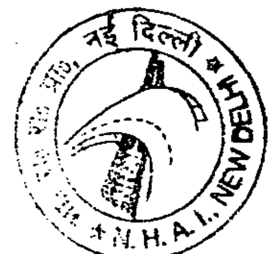
5.5.2. Estimate of the initial daily average traffic flow shall be based on at least 7 days, 24 hr classified traffic counts. IRC: 9 may be used as guidance for carrying out the traffic census.

5.5.3. Any likely change in traffic due to proposed four laning of the facility and/or future development plans, land use, shall be duly considered in estimating the design traffic.

5.5.4. Traffic growth rate shall be established for each category of commercial vehicles to be considered for design of pavement. For traffic projections, the procedure outlined in IRC: 108 may be followed. The Concessionaire shall adopt a realistic value of the rate of traffic growth, provided that annual rate of growth of commercial vehicles shall not be adopted less than 5 per cent.

5.5.5. The design traffic in case of service road shall be five million standard axles. The crust composition shall be provided accordingly.





5.6 Subgrade

The subgrade, whether in cut or fill, shall meet the requirements stipulated in Clause 305 of MORTH Specifications. The thickness of subgrade shall not be less than 500 mm

5.7 **Pavement Components and Materials**

(i) The pavement construction materials for sub-base, base and bituminous surfacing shall conform to the requirements prescribed in MORTH Specifications and IRC Standards.

(ii) Where several materials will adequately serve as component within the pavement structure, such as a sub-base or a base course, the Concessionaire shall have the option of using any of the materials/specifications, subject to sound engineering practice and product quality requirements.

5.8 **Performance Evaluation**

(i) Roughness in each lane for full length shall be measured bi-annually using appropriate approved method and equipment.

(ii) The structural evaluation of the pavement shall be made by taking deflection measurements every 5 years in accordance with the procedure given in IRC:81, unless needed earlier for stretches exhibiting severe distress during the operation and maintenance period.

5.9 **Strengthening of Existing Pavements**

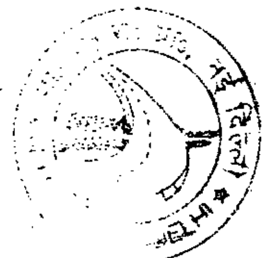
5.9.1. Before strengthening treatment is prescribed, a detailed pavement condition survey and evaluation shall be carried out in accordance with IRC: 81 to determine

(i) The extent of distress and nature of deficiency in the existing pavement structure, and

(ii) Whether any special treatments e.g. provision for remedying reflection cracking, pavement internal drainage, sub-grade improvement/ reconstruction, or rectification of any other deficiencies are warranted.

5.9.2. Necessary corrective measures to treat the identified deficiency shall be taken along with strengthening of the pavement.





5.9.3. In stretches where the pavement is damaged/deteriorated to such an extent that the use of Benkelman Beam method may not result in a realistic assessment of the strengthening treatment, pavement shall be designed as new pavement.

5.9.4. Where an existing pavement is built over an untreated expansive/ black cotton soil subgrade, its improvement/ strengthening shall be treated separately. Such stretches shall require reconstruction with provision of necessary measures such as replacement/ treatment of expansive subgrade, drainage, etc. as per the prescribed specifications and IRC: 37, and shall be designed as new pavement. Stretches to be reconstructed, whether due to expansive subgrade or having grossly deteriorated, etc. shall be specified in Schedule 'B' of the Concession Agreement.

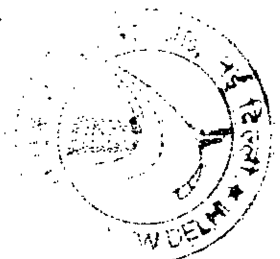
5.9.5. No granular layer shall be provided over an existing bituminous surfacing. Situations may arise where it is envisaged to strengthen grossly deficient existing road with a granular layer in addition to the bituminous overlay, or where for camber and/or grade correction substantial thickness of profile corrective course is needed. In such cases, the existing bituminous surfacing shall be completely removed by scarifying / milling and then the pavement built up with the granular layer(s) and bituminous overlay. The thickness and composition of bituminous surfacing (Binder course and Wearing course) over the granular layer shall conform to IRC: 37.

5.9.6 Design of Overlay

(i) The thickness of the bituminous overlay shall be determined on the basis of Benkelman Beam Deflection Technique and the design traffic as per the procedure outlined in IRC: 81 "Guidelines for Strengthening of Flexible Road Pavement using Benkelman Beam Deflection Technique" as also from structural numbers of existing pavement layers.

(ii) The design period will be the same as specified for the new pavement sections *vide Para 5.4.1 of this Section. The initial strengthening* shall be done for a minimum design period of 10 years. Subsequent strengthening to extend the pavement to full operation period shall be implemented at the end of initial design period or earlier, in case of any structural distress in the pavement or if the surface roughness exceeds the value specified in Schedule K of the Concession Agreement.





(iii) The design traffic will be estimated as per the procedure described for new pavement.

(iv) The thickness of bituminous overlay for pavement strengthening shall not be less than 50 mm bituminous concrete, after attending to the requirements of profile corrective course.

5.9.7 Bituminous Mix for Overlay

(i) The specifications for the bituminous mixes for the overlay shall be as specified for bituminous surfacing for new pavement sections.

(ii) Design of recycled mix where provided shall conform to the requirements of Clause 517 of MORTH Specifications.

5.9.8 Pavement Performance Requirements and Evaluation

(i) The strengthened pavement shall satisfy the minimum standard and maintenance requirements specified for new pavement sections in this Manual and Schedule-K of the Concession Agreement.

(ii) The performance measurement and evaluation will be done as given in this Manual.

5.10 Paved Shoulders

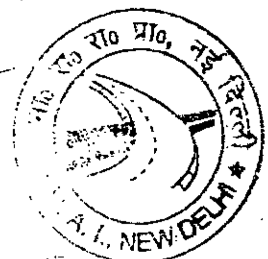
(i) Paved shoulders shall be provided as specified in this Manual

(ii) If the thickness of the existing paved shoulder, if any, is less than the thickness of the existing pavement, the paved shoulders shall be reconstructed to the pavement thickness in the adjoining carriageway.

5.11. Construction, Workmanship and Quality of Works

All materials, construction operations, workmanship, surface finish and quality of completed construction for all pavement works including sub-grade, sub-base, base course, bituminous surface courses for both new pavement and strengthening of





existing pavements, shoulders, service roads, etc. shall conform to the specified requirements and comply with the provisions of Section 900 of the MORTH Specifications.

5.12. **Premature Distress**

Notwithstanding the minimum design, specifications and standards specified in the preceding paras for new pavements and strengthening of existing pavements, if the pavement shows premature distress in the form of cracking, rutting, patching, loss of camber or any other structural or functional distress, necessary remedial measures by strengthening/resurfacing/recycling shall be undertaken for conforming to the minimum requirements prescribed in Schedule-K of the Concession Agreement. In case of repetition of the distress, reconstruction shall be resorted to after proper investigations.

5.13 **Detailed Design Report**

5.13.1 The new pavement design and strengthening proposals formulated on the basis of the detailed investigations and studies shall be submitted to the Independent Engineer alongwith Data Collection, Data Evaluation and Design Reports.

5.13.2 Data Collection

Following details shall be included in the report:

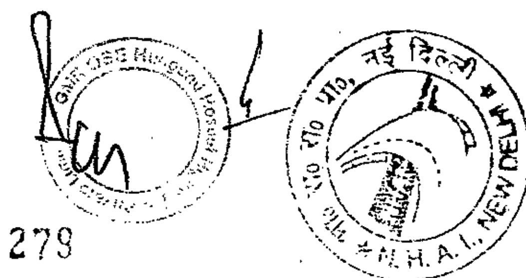
(i) Soil investigation data for new pavements as per Table 13.2 of IRC:SP:19. Report shall include OMC–dry density relationship with heavy compaction and soaked CBR values in addition to other data and information as per the prescribed Proforma.

(ii) Test values of aggregate for pavement courses as per Tables 13.3 and 13.4 of IRC: SP: 19. All tests as per requirements of MORTH Specifications shall be reported in addition to the tests and information included in the above mentioned Tables.

(iii) Classified traffic counts in Proforma 1 of IRC: SP: 19.

(iv) Axle load surveys and VDF values for each category of commercial vehicles as per Proforma 4 of IRC: SP: 19.

(v) Estimation of traffic growth and traffic projections for pavement design.



(vi) Pavement condition data in the Proforma given in Table 2 of IRC: 81

(vii) Pavement roughness data determined through appropriate method as approved by the Authority.

(viii) Pavement Deflection Data measured by Benkelman Beam as per the procedure detailed in IRC: 81. Pavement deflection data shall be recorded in the prescribed Proforma vide Table 3 of IRC 81. The deflection data shall be accompanied with the characteristics of the sub- grade soil covering type of sub-grade soil, field moisture content (at the time of deflection survey), average annual rainfall in the area, and pavement temperature at the time of deflection survey.

(ix) Any other relevant information required by the Independent Engineer for review and comments, if any.

5.13.3 Data Evaluation

The report shall inter alia cover:

(i) Data evaluated – soil characteristics and subgrade strength, pavement distress, pavement deflection; riding quality, skid resistance, drainage aspects, etc.

(ii) Pavement deficiencies, drainage and constraints.

(iii) Any other relevant details.

5.13.4 Detailed Design

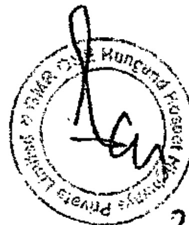
The Report shall contain the detailed design of the preferred solution along with any special treatment proposed for adoption. Any departures from the specifications stated herein shall be supported with authentic standards and specifications and accepted practice.





SECTION - 6

HIGHWAY DRAINAGE



HIGHWAY DRAINAGE

6.1 General

6.1.1 The design and construction of surface and subsurface drains for highway drainage shall be carried out in accordance with the requirements of this Section.

6.1.2 For efficient drainage system for the entire Project Highway including structures and facilities, directions contained in Clause 309 of MORTH Specifications, IRC:SP:42 and IRC:SP:50 as relevant shall be followed.

6.1.3 In road sections in cuttings and at underpasses where it may not be possible to drain out the water using gravity flow, necessary arrangement for pumping shall be made.

6.1.4 Detailed survey for levels along the proposed longitudinal drains shall be carried out on both sides of the Project Highway. The bottom levels of these drains shall meet the culverts and bridges.

6.2 Surface Drainage

6.2.1 The selection of type of roadside drains shall be based on the magnitude and duration of flow. The roadside drains shall be designed on the principles of flow in open channel.

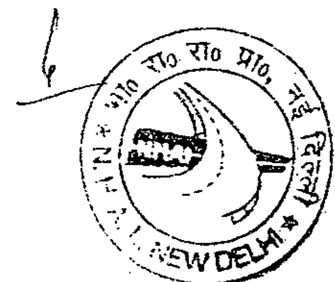
6.2.2 The road side drains shall not pose any danger to traffic, slopes of cuttings, embankment, pavement or structures.

6.2.3 As far as possible, longitudinal slope shall not be less than 0.5 percent for lined drains and 1.0 percent for unlined drains. Permissible non-erodible flow velocity for corresponding earth surface as mentioned in Clause 9.4 of IRC:SP:42 shall be kept in view

6.2.4 The side slopes of the unlined drains shall be as flat as possible and shall not be steeper than 2H: 1V.

6.2.5 The drains shall be provided with CC lining in the following situations:





(i) When due to space constraint, the drains are located near the toe of the embankment or near structures.

(ii) Drains located in built-up areas.

(iii) Flow velocity is more than 0.3 m to 1 m/s in silt and sand; and more than 1.5 m/s in stiff clay.

6.2.6 In built-up areas, covered or piped drains, with manholes at suitable intervals to desilt the pipes, shall be provided.

6.3 Median Drainage

6.3.1 Proper arrangement for drainage of median shall be provided. The median drain should have adequate longitudinal slope to the nearest culvert to drain off transversely.

6.3.2 In case the carriageway is sloping towards unkerbed median (wider than 5 m), provision of a central swale shall be made for drainage of the median. The swale shall slope longitudinally for drainage, water intercepted by inlets at intervals and discharged through transverse drains into outlet channel.

6.3.3 Median of width 7 m or less shall be turfed or paved and could be crowned for drainage across the pavement.

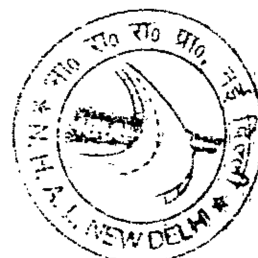
6.3.4 In superelevated sections, proper arrangement for drainage of raised carriageway and median shall be made without allowing water to drain on the other carriageway.

6.4 Drainage of Embankment with height above 3 m

6.4.1 In embankments with height more than 3 m and approaches to bridges, special arrangement for protection of embankment slopes shall be essential in order to ensure that embankment slopes maintain their shape during the monsoon season. In this respect, directions contained in Clause 7 of IRC:SP:42 may be followed as appropriate for the climatic conditions of the area of the Project Highway.

6.4.2 Drainage arrangement shall include provision of kerb channel at the edges of the roadway to channelise the water, and Cement Concrete (CC) lined chutes along the





slopes at designed intervals to discharge the water into side channels at the bottom alongwith appropriate protection of the slope. The slope protection material and chutes shall be kept well maintained at all times.

6.4.3 The chute drains and drains at toe of the embankment shall be of Plain Cement Concrete (M 15 grade), over proper bedding.

6.5 Catch Water Drains

6.5.1 Suitable catch water drains shall be provided on the hill slope above cutting to collect and remove surface water run-off from upper reaches. These drains shall be of trapezoidal shape and stone lined and cement pointed.

6.5.2 The catch water drains shall be designed to carry the intercepted water to the nearest culvert or natural drainage channel.

6.5.3 It shall be ensured that the catch water drains are provided in stable hill slopes outside the periphery of slide/unstable areas.

6.5.4 Where required, lined chutes shall be provided to lead the discharge to the catch pit of culvert or to a natural drainage channel.

6.6 Sub-surface Drains

6.6.1 The sub-surface drainage shall be provided

(i) for lowering the level of water table for drainage of sub-grade;

(ii) to intercept or drain out free water in cut slopes; and

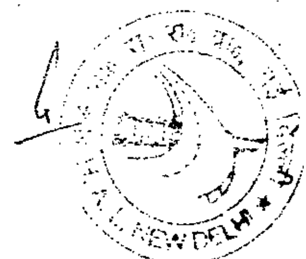
(iii) for drainage of pervious subbase in situations where it may not be practicable to extend the subbase across the shoulder.

6.6.2 Sub-surface drains shall not be used for surface drainage.

6.6.3 The sub-surface drains shall be:

(i) Close jointed perforated pipes or open jointed unperforated pipes in trenches with backfill material around pipes.





(ii) Aggregate drains consisting of free draining material in the trench without any pipe.

6.6.4 Perforated pipes and unperforated pipes shall meet the requirements of Clause 309.2 of the MORTH Specifications.

6.6.5 The internal diameter of the pipe shall not be less than 150 mm.

6.6.6 The sub-surface drains shall be located not less than 0.5 m below the sub grade.

6.6.7 **Backfill material:**

(i) Backfill material shall be free draining sand, gravel or crushed stone designed on inverted filter criteria for filtration and permeability, or of an appropriate grading conforming to the requirements of Table 300.3 of the MORTH Specifications.

(ii) Thickness of backfill material around the pipe shall not be less than 150 mm. The minimum thickness of material above the top of the pipe shall be 300 mm.

6.6.8 Sub-surface drains outside the road pavement shall be sealed at the top to avoid percolation of surface water into these drains.

6.6.9 *Use of Geo-textile*

(i) The sub-surface drains may be designed using appropriate geotextile to serve the functions of filtration and separation.

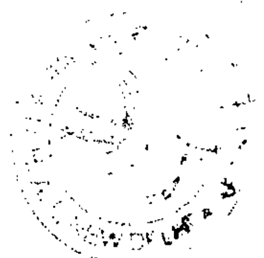
(ii) The sub-surface drains can be provided with geotextile either along the trench or around the pipe or both.

(iii) The geotextile shall satisfy the requirements of Clause 702 of the MORTH Specifications.

6.6.10 Trench excavation, laying of pipe, backfilling, and use of geosynthetics shall conform to the requirements of Clause 309.3 of the MORTH Specifications

6.6.11 The drain outlet shall be a free outlet and shall be provided as per Clause 309.3 of the MORTH Specifications.





6.6.12 Aggregate drains

(i) The trench for aggregate drain shall be of minimum 300 mm width and cut to a depth to expose the granular pavement courses to be drained.

(ii) Aggregate for the drain shall be gravel, stone aggregate or slag of grading as per Table 8 of IRC:SP:42.

(iii) The aggregate drain shall be provided with a geo-textile wrap to act as filtration and separation layer.

6.6.13 Design of subsoil drainage shall be based on a rational basis. Reference may be made to IRC:SP-42

6.7 Internal Drainage of Pavement Structure

(i) Boxed type construction in which pavement is housed in earthen shoulders shall not be provided.

(ii) The sub-base shall be extended across the shoulders for efficient drainage of pavement.

(iii) The granular sub-base shall be of proper design and grading to perform satisfactorily as a drainage layer. The drainage layer shall not have material finer than 75 micron size.

(iv) A suitable filter of granular material or geotextile to act as filtration and separation layer shall be incorporated, where necessary, between the subgrade and sub-base to prevent clogging.

6.8 Survey, Investigation and Design Report

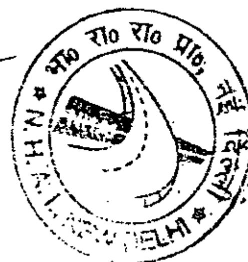
The Concessionaire shall carry out proper surveys and investigations for detailed design of the drainage system. The proposal for drainage system supported with survey investigation report and detailed design report shall be submitted to the Independent Engineer for review and comments, if any.

6.8.1 Drainage Studies

The survey and investigation and drainage studies shall include:

(i) Alignment plan, longitudinal and cross sections, contour map.





(ii) Hydrological data

Drainage area, water shed delineation, direction of flow, location of outfalls, existing surface drains, ground surface condition, rainfall, flood frequency, etc.

(iii) Data for hydraulic design of drains

(iv) Geo-technical investigations for sub surface strata, level of water table, seepage flow etc.

(v) Identification of areas requiring sub-surface drainage.

(vi) Any other relevant information

IRC:SP:19, IRC:SP:42, IRC:SP:48 and IRC:SP:50 may be referred to.

6.8.2 Design Details

The report shall include:

(i) Estimation of design discharge.

(ii) Design of surface drains.

(iii) Design of sub-surface drains.

(iv) Drainage arrangement plan along with cross section of drains with longitudinal level, cross drainage work and a strip chart.

(v) Specifications of drains.

(vi) Any additional information as required by the IE for review of the drainage system.

6.8.3 Responsibility for Design and Adequacy

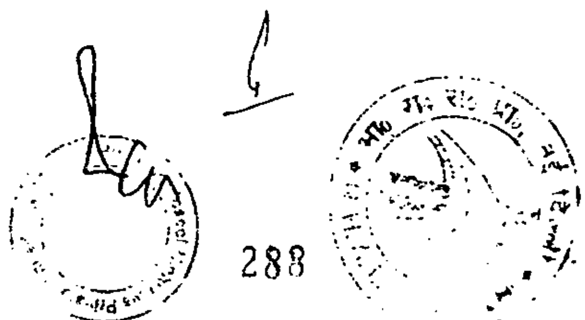
The Concessionaire shall be fully responsible for design and adequacy of the drainage system throughout the operation period as per the requirements of the Concession Agreement.





SECTION – 7

DESIGN OF STRUCTURES



SECTION - 7
DESIGN OF STRUCTURES

.1 General

(i) All bridges shall be designed in accordance with the relevant Codes, Standards and Specifications and Special Publications and Guidelines of the IRC. All construction of bridges shall conform to MORTH Specifications for Road and Bridge Works.

(ii) All bridges shall have independent superstructure for each direction of travel unless specified otherwise in Schedule 'B'. Culverts may have single or independent superstructure.

(iii) All bridges shall be high level bridges unless specified otherwise in Schedule 'B' of the Concession Agreement.

(iv) Viaduct spans shall be provided if the height of solid embankment in built-up sections is more than 5 m.

(v) The width of median in the culvert and bridge portion shall, as far as possible, be kept same as that in the approaches. In case width of median is different from that of approach section due to site constraints, suitable transition shall be provided near approaches for guiding vehicular traffic.

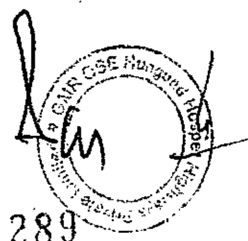
(vi) The median in the portion of structures shall be treated as below:

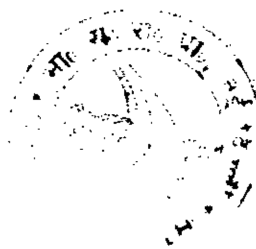
(a). A suitably designed catch pit shall be provided to collect and carry discharge from median drain.

(b) For bridges, where the median is more than 1.2 m wide, the median shall be open to sky. The safety barrier on the median side shall be provided at a clear distance of 0.5 m from the edge of carriageway.

(vii) Suitable provision shall be made for retaining the earth in the median portion either by extending the abutment wall or constructing a new retaining wall. The abutment wall shall have provision for taking the discharge from the median. Care shall also be taken to merge the wing wall /return wall and flooring of the old bridge with those of the new bridge.

(viii) Any utility service to be carried by the structures shall be specified in Schedule 'B' of the Concession Agreement.





7.2 Design Loads and Stresses

(i) The design loads and stresses shall be as per IRC: 6 appropriate for the width of carriageway, velocity of stream, location, altitude, environment, etc.

(ii) All new structures shall be designed for the condition when footpath is used as carriageway. The footpath portion may be provided at the same level as the bridge carriageway and separated by crash barrier in non built-up areas. In built-up areas, raised footpaths shall be provided.

(iii) All the components of structures shall be designed for a service life of 100 years except appurtenances like crash barriers, wearing surface and rubberized components in expansion joints and elastomeric bearings. All the requirements to achieve durability and serviceability shall be implemented.

7.3 Width of structures

Width of the culverts and bridges shall be adopted as below:

(i) New culverts

Overall width of all new culverts shall be equal to roadway width of the approaches. The outer most face of railing/parapet shall be in line with the outer most edge of shoulder. Typical cross section of the new culverts for a 4-lane project highway is given in Fig 7.1.

(ii) New bridges

(a) The overall width of new bridges shall be same as the roadway width of the approaches. All new bridges shall have a footpath on left side of the traffic. Typical cross section of such type of new bridge with footpath for a 4-lane project highway is given in Fig 7.2.

(b) Where the daily traffic in PCUs exceeds 30,000 at the time of feasibility study/ bidding, the width of new bridge shall be as per Six-lane standards vide details given in Fig. 7.3 with footpath. Such bridges shall be indicated in Schedule 'B'.

(c) Where the length of bridge structure including grade separated structures exceeds one km, provision shall be made for passing place at the rate of one passing place for every one km (or part thereof). These shall be indicated in Schedule 'B' of the Concession Agreement. However, no passing place would be provided where structures are six- lane wide.

(iii) Existing culverts





(a) All culverts which are structurally distressed or not having sufficient vent size shall be reconstructed as new structures of width as per Sub Para 7.3 (i) of this Section.

(b) All existing culverts which are not to be reconstructed shall be widened equal to the roadway width of the approaches.

(c) The culverts and Hume pipe structures shall be widened so as to make the deck width same as specified in Sub Para 7.3 (i) of this Section. If the width of additional widening is less than 0.5 m on either side, the widening of the structure may be dispensed with and traffic shall be guided with the help of crash barriers in a transition of 1 in 20 on either side approaches.

(d) List of culverts to be reconstructed and/or widened shall be specified in Schedule 'B' of the Concession Agreement.

(iv) Existing bridges

(a) All bridges which are structurally distressed shall be reconstructed as new bridges of width as per Sub Para 7.3 (ii).

(b) Components like bearings, expansion joints, railings, crash barriers, wearing surface, etc., which are not in sound condition, shall be replaced. Minor non-structural works shall be suitably repaired.

(c) If the width of additional widening is 1.0 m (0.5 m on each side) or less, the widening of the structure may be dispensed with and traffic shall be guided with the help of crash barriers in a transition of 1 in 20 on either side approaches.

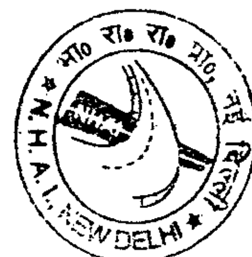
(d) The bridges having 2-lane carriageway particularly those with T-beam/Box type superstructure with well/pile foundation, which are in sound condition, may be retained and proper transition between approach and bridge shall be provided. Typical cross sections at deck level for bridges with and without footpaths showing new bridge on one side and existing 2-lane bridge on the other side are given in Fig. 7.4 A and Fig. 7.4 B respectively.

(e) The width of the new structures constructed on the other side of the existing bridge shall be as specified in Sub Para 7.3 (ii) of this Section.

(f) List of bridge structures to be reconstructed and/or widened shall be specified in Schedule 'B' of the Concession Agreement.

7.4 Structure Types





(i) The bridge structure should aesthetically blend with the environment.

(ii) The type and span arrangement may be fixed so as to provide riding comfort.

(iii) Wherever box girders are proposed for superstructure, the minimum clear depth inside the box shall be 1.50 m with suitable openings in the diaphragms and box to facilitate inspection. Haunches of minimum size of 300 mm (horizontal) and 150 mm (vertical) shall be provided at the extreme corners of the box section. Suitable arrangements for lighting shall be made to enable inspection of the box.

(iv) The following types of structures shall not be accepted.

(a) Drop in spans with halved joints (articulations)

(b) Trestle type frames for substructures

(v) If construction of structures like cable stayed/ suspension bridge or with special techniques is envisaged, it shall be specified in Schedule 'B' of the Concession Agreement.

7.5 Hydrology

All the structures shall have adequate waterway, which shall in any case be not less than that of existing bridge (except when such waterways can be reduced in cases like clogging or silting of spans, etc.) . The design discharge shall be evaluated for flood of 100-year return period.

7.6 Sub-Soil Investigations

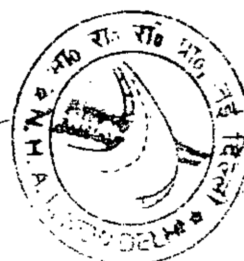
Independent sub-soil investigations shall be carried out to establish the soil parameters required for detailed design of foundations in accordance with relevant provisions of IRC: 78 and MORTH Specifications.

7.7 Culverts and bridges using pipes

(i) Reinforced concrete pipes for culverts and bridge structures shall be of Non Pressure (NP) - 4 type conforming to the requirements of IS: 458. Minimum diameter of pipes for new pipe culverts shall be 1200 mm.

(ii) Existing culverts of diameter 900 mm and above, which are in sound condition and functioning satisfactorily, may be extended, using pipes of same diametre. All culverts having pipe diametre less than 900 mm shall be replaced with pipes of minimum 1200 mm diameter under both the carriageways. Minimum depth of earth cushion over pipe including road crust shall not be less than 1000 mm for new / reconstructed culverts. In case of existing sound and safe culverts, a minimum cushion of 600 mm may be acceptable. In case the cushion is





insufficient, encasing of pipe in concrete shall be ensured. Floor protection shall be as specified in the relevant IRC Codes and Specifications

7.8 Temporary Works

7.8.1 Form Work

The Concessionaire shall be responsible for the safe, workable design and methodology for all temporary or permanent forms, staging and centering required for supporting and forming the concrete of shape, dimensions and surface finish as shown on the drawings (Refer IRC: 87). Adequate foundation for the staging shall be ensured. Redundancy in support system shall also be ensured by providing diagonals and additional members. The following guidelines shall be adopted:

(i) Formwork shall be of steel, marine ply or laminated plywood.

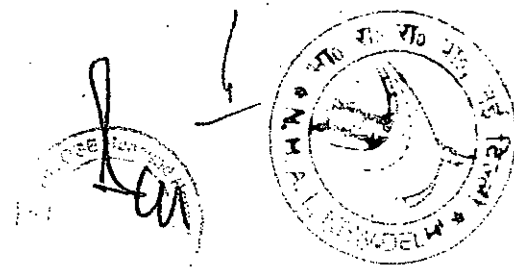
(ii) Only such shuttering oil (release agent) shall be used, which permits easy removal of shutters without leaving stains or other marks on the surface of the concrete. Requirements given under Clause 3.5 of IRC: 87 shall also be complied with.

(iii) In case of tubular staging of heights more than 10 m, special attention shall be paid to the structural adequacy of the system, efficacy of the connections (clamps etc), and foundations. Foundation blocks of adequate thickness in M15 cement concrete shall be provided under the base plates to prevent differential settlements. All bent tubular props shall be straightened before re-use and the member with deviation from straightness more than 1 in 600 of its length shall not be re-used. For re-used props, suitable reduction in the permissible loads shall be made depending upon their condition in accordance with recommendations of the manufacturer and as reviewed by the IE.

(iv) In case of prestressed concrete members, the side forms shall be removed as early as possible and the soffit forms shall permit movement of member without restraint, when prestress is applied. Form supports and forms for cast-in-situ members shall not be removed until sufficient prestress has been applied to carry all anticipated loads during construction stage.

(v) Adequate foundations for formwork shall be ensured.

7.8.2 Special Temporary and Enabling Works



Designs, drawings and methodology proposed by the Concessionaire in the use of special temporary and enabling works like Launching Girders, Cantilever Construction Equipment, Tall Formwork, Shoring for Earth Retention, Lifting and Handling Equipments and the like shall be submitted to the Independent Engineer (IE) for his review and comments if any. The Concessionaire shall be fully responsible for the design and structural adequacy of all temporary and enabling works. Review by IE shall not relieve the Concessionaire of this responsibility

7.9 Foundations and sub-structures

7.9.1 The design of foundations and sub-structures shall conform to IRC: 78.

7.9.2 Open Foundations

The design of open foundations shall conform to IRC:78. Floor protection shall be provided as per Section 2500 of MORTH Specifications.

7.9.3 Pile Foundations

(i) The design of pile foundations shall be done as per IRC: 78. The Concessionaire shall submit a method statement supported by the following:-

(a) Bore-log details for each foundation;

(b) Design assumptions;

(c) Design calculations both for single pile or group of piles and for pile type;

(d) Type of piles- Bored cast-in-situ piles and driven piles;

(e) Procedure adopted for installation of piles;

(f) Arrangements for load testing of piles;

(g) Format for reporting of test results.

(ii) The Concessionaire shall submit the following information regarding proposed proprietary system of piling:

(a) General features of the process/system alongwith specifications and standards.

(b) Authenticated copies of license/ agreement, if any;





(c) Details of plant and equipment to be used along with the names of manufacturers and name of process/system;

(d) Details of projects where the process/system has been successfully used;

(e) Limitations, if any;

(f) Acceptance tests and criteria;

(g) Installation and maintenance procedure and schedule; and

(h) Performance warranty.

7.9.4 Well Foundations

(i) For conventional method of well sinking, the Concessionaire shall submit a method statement including the following: -

(a) Design calculations and drawings,

(b) Procedure for sinking and plugging of well,

(c) Format for reporting of test results.

(ii) If proprietary system of well sinking like jack down method is proposed to be used, the Concessionaire shall submit relevant information covering inter-alia the following:

(a) General features of the system along with specifications and standards and justification for the thickness of steining proposed to be adopted;

(b) Authenticated copies of license/agreement, if any;

(c) Details of plant and equipment to be used along with the names of manufacturers and name of process/system;

(d) Details of projects where the process/system has been successfully used;

(e) Limitations, if any;

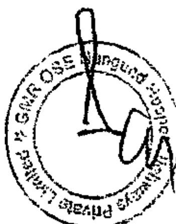
(f) Acceptance tests and criteria;

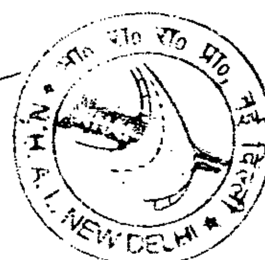
(g) Installation and maintenance procedure and schedule; and

(h) Performance warranty.

(iii) The Concessionaire in his Methods Statement shall include the procedure for sinking by special methods, carrying out tests, if any, of wells including design criteria/ calculations, drawings and formats for reporting test results.

7.10 Approach Slabs





Approach slabs shall be provided as per Clause 217 of IRC:6 and Section 2700 of MORTH Specifications.

7.11 *Superstructures*

7.11.1 The design of reinforced and pre-stressed concrete superstructures shall be as per IRC: 21 and IRC: 18 respectively. The design of steel and steel-concrete composite super structures shall conform to IRC: 24 and IRC: 22 respectively.

7.11.2 The Concessionaire shall submit Method Statement indicating interalia the following:

(i) Sources of materials,

(ii) Design, erection and removal of formwork,

(iii) Layout of casting yard together with necessary details,

(iv) Production, transportation, laying, compacting and curing of concrete,

(v) Sequence of concreting in cast-in-situ construction, side shifting of girders, if applicable and placing of girders on the bearings,

(vi) Details of construction joints,

(vii) Prestressing system, if required,

(viii) Methodology and equipment for side shifting and launching of pre-cast girders,

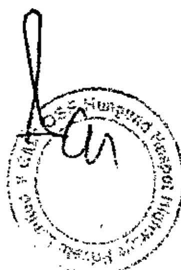
(ix) Key personnel for execution and supervision,

(x) Testing and sampling procedure,

(xi) Equipment details.

7.12 Bearings

7.12.1 All bearings shall be easily accessible for inspection, maintenance and replacement. Suitable permanent arrangements shall be made for inspection of bearings from bridge deck. Design and specifications of bearings shall be as per IRC: 83 (Part I, II & III). Spherical bearings shall conform to the requirements of BS: 5400. The materials of bearings may however conform to the relevant BIS codes nearest to the specifications given in BS: 5400. The drawing of bearings shall include the layout plan showing exact location on top of pier and abutment cap and the type of bearings i.e. fixed/free/rotational at each location along with notes for proper installation. The bearing should cater for movement in both longitudinal and lateral direction in respect of bridge structures more than 12 m wide.





7.12.2 The Concessionaire shall procure bearings only from the manufacturers approved by MORTH.

7.12.3 The Concessionaire, shall submit detailed specifications, designs and drawings including installation drawings and maintenance manual incorporating the replacement procedure.

7.12.4 The Concessionaire shall obtain and submit a complete Quality Assurance Programme (QAP) from the manufacturer. The QAP shall give the full details of the process of quality control, raw material testing, various stages of manufacture, testing of bearing components as well as testing of complete bearing in conformity with relevant part of IRC: 83, prior to the commencement of manufacture of the bearings.

7.12.5 In addition to the routine testing of the materials and bearings at the manufacturer's premises, the Concessionaire shall arrange testing of random samples of one per cent (minimum one number of each type) of bearings from independent agency approved by the IE.

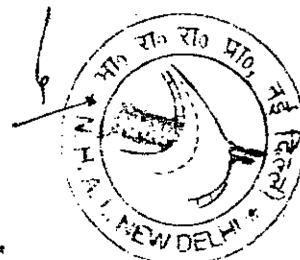
7.12.6 The Concessionaire shall submit a certificate of confirmation regarding quality control measures taken during manufacture of the bearings and the material conforming to the prescribed standards and specifications. Full lot of bearings of the sample found to have inferior specifications to those certified by the manufacturer or to have major discrepancy in material specifications or which fail to meet the acceptance criteria, shall be rejected.

7.13 Expansion Joints

(i) Structures shall have minimum number of expansion joints. This may be achieved by adopting longer spans, making the superstructure continuous or by adopting integrated structures. Expansion joints shall conform to IRC: SP: 69. The Concessionaire shall furnish guarantee/proprietary indemnity bonds from the manufacturers/suppliers of expansion joints for a period of 10 years.

(ii) For existing bridges all expansion joints, which are older than 15 years shall be replaced.





(iii) The Concessionaire shall procure expansion joints only from manufacturers approved by MORTH.

(iv) The expansion joints should cater for movement in both longitudinal and lateral direction in respect of bridge structures more than 12 m wide.

7.14 Wearing Coat

(i) The wearing coat may be either bituminous concrete or cement concrete. For new bridges and culverts, the wearing coat shall have unidirectional camber and shall be in conformity with Section 2700 of MORTH Specifications. For existing bridges, the camber as existing may be retained.

(ii) Wearing coat older than 15 years or in damaged / distressed condition shall be replaced.

7.15 Reinforced Earth Retaining Structures

7.15.1 Reinforced earth retaining structures shall not be provided for height more than 10 m unless otherwise specified, and near water bodies. Such structures should be given special attention in design, construction, ground improvement where necessary, maintenance and selection of System/System design. Local and global stability of the structure shall be ensured.

7.15.2 Design Accreditation and warranty for life of the structure from the approved supplier/manufacturer shall be obtained and furnished. A qualified and experienced technical representative of the approved supplier/manufacturer shall be present on site throughout during the casting and erection phases to ensure that the quality of the works executed by the Concessionaire is in accordance with good industry practice.

7.15.3 The Concessionaire shall submit relevant information on the system covering inter-alia the following:

(i) General features of the system along with specifications and standards;

(ii) Authenticated copies of license/agreement, if any;

(iii) Details of plant and equipment to be used along with the names of manufacturers and name of process/system;

(iv) Details of projects where the process/system has been successfully used;







National Highways Authority of India

(Ministry of Road Transport & Highways, Govt. of India)

CONCESSION AGREEMENT

FOR

Four Laning of Hungund – Hospet Section of NH-13 From Km 202.000 to Km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP III

CONTRACT PACKAGE NO.: NHDP-III/BOT/KNT/06

Between

National Highways Authority of India

Plot No. G-5 & 6, Sector-10, Dwarka, New Delhi-110 075

And

GMR OSE HUNGUND HOSPET HIGHWAYS PVT LTD

ON

22nd March 2010

PART-II

ANNEXURES

Part A

Addendums, Pre-bid replies & Corrigendum

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Part I–Concession Agreement & Schedules

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Part II (Part A) – Addendums, Pre-bid replies & Corrigendum

Contract Package No: NHDP-III/BOT/KNT/06

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Part II (Part B) – Annexure

Contract Package No: NHDP-III/BOT/KNT/06

Annexure I

NHAI letter NHAI/BOT/11012/PPPAC/KNT/05/2008 dated 22nd December 2009 - Modified Schedule R , Modified Toll plaza Location







भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200
फैक्स / Fax: 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/BOT/11012/PPPAC/KNT/05/2008 22.12.2009

To

All pre-qualified Bidders (As per list enclosed)

Sub. : 4-laning of Hungund-Hospet Section of NH-13 from km 202.000 to km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP Phase-III (Package No. : NHDP-III/BOT/KNT/06)

Sir,

Please find enclose along with this letter Addendum to RFP documents for the work mentioned above.

Yours faithfully,

(Vishal Gupta)
General Manager (K&K)





*List of short listed bidders for the project of **Four Laning of Hungund – Hospet Section of NH-13 From Km 202.000 to Km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP III (Package No.: NHDP-III/BOT/KNT/06)***

1. IL&FS Transportation Networks Ltd.
   The IL&FS Financial Centre, Plot C-22
   G-Block, Bandra Kurla Complex, Bandra (E),
   Mumbai 400051
   Maharastra
   Fax # 022-26533295
   Email : ravi.sreehari@ilfsindia.com
   Kind Attn : Mr. Ravi Sreehari

2. Soma Enterprises Ltd
   14, Avenue-4, Banjara Hills,
   Hyderabad 500034
   Andhra Pradesh
   Fax # 040-23321286
   Email : info@somaenterprise.com
   Kind Attn : Mr.Ankineedu Maganti

3. SEL-MCL Consortium,
   Sadbhav House,
   Opp. Law Garden Police Chowki,
   Ellisbridge, Ahmedabad – 380 006
   Tel : 079-2646 3384 , 26405687
   E-mail : nitin@sadbhaveng.com
   Fax # 079 - 26400210.

4. L&T Ltd.
   Mount Poonamallee Road,
   Manapakkam, P.B. No. 979,
   Chennai – 600089
   Tel : 2252 6000
   Fax : 044- 22528724

5. Gammon Infrastructure (Projects) Ltd
   Gammon House, Veer Savarkar Marg
   Prabhadevi, Mumbai 400025
   Maharastra
   Fax # 91-22-67444025
   E-mail : kb@gammonindia.com
   Kind Attn : Mr. Kshitiz Bhaskar

6. IDFC Projects Ltd. - Punj Lloyd Ltd Consortium
   6th Floor, The Capital Court
   Olof Palme Marg, Munirka
   New Delhi - 110067
   Fax No.:011-26713359
   athar.shahab@idfc.com
   Kind Attn : Mr.Athar Shahab



7 Patel-KNR (JV)
Patel Estate Road, Jogeshwari (West),
Mumbai 400102, Maharastra
Fax # 022-26782455,
E-mail : headoffice@pateleng.com
Kind Attn : Mr.Ashwin Shah

8 NCC Infra Holdings Ltd.
IV Floor, MJ Towers Road
12, Banjara Hills
Hyderabad 500 034
Tel : 040 – 2332 8338
Fax : 040 – 2332 8446

9 GMR Infrastructure Ltd.—Oriental (Consortium)
IBC Knowledge Park, Phase-2
D-Block, 10th Floor, 4/1, Bannerghatta Road
Banglore
Karnatka
560029
Fax No.: 080-40432692
kulkarni.sk@gmrgroup.in




Addendum

Sub. : 4-laning of Hungund-Hospet Section of NH-13 from km 202.000 to km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP Phase-III (Package No. : NHDP-III/BOT/KNT/06)

S.No.	Ref. volume and clauses	Addendum
1.	Volume-I, Volume-II , Volume-III and addendum issued time to time	Modified Schedule R is enclosed at **Annexure-A.** The location of Toll Plaza between Km 288.200 to Km 297.750 of NH-13 in the State of Karnataka is to be finalized in consultation with Independent Engineer and NHAI. The Volume-1(ITB), Volume-II (DCA) and Volume-III (Schedules) are modified to that extent.



REVISED SCHEDULE –R
(See Clause 27.1.1)

FEE NOTIFICATION

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Road Transport and Highways)

NOTIFICATION

New Delhi, the ...... 20...

S.O. .... Whereas, by the notification of the Government of India in the Ministry of Shipping, Road Transport and Highways, number ***** dated the *****, issued under section 11 of the National Highways Authority of India Act, 1988 (68 of 1988), the Central Government has entrusted the section of National Highway from Km 202.000 to Km 299.000 (Hungund - Hospet Section) of National Highway No. 13 in the state of Karnataka to the National Highways Authority of India (hereinafter referred to as the "Authority");

And Whereas, pursuant to the provisions of section 14 of the said Act, the Authority has entered into an agreement with ...., having its Registered Office at .... (hereinafter referred to as "Concessionaire") for the development of the Hungund - Hospet section from Km 202.000 to Km 299.000 (hereinafter referred to as the said section) of the National Highway No. 13 on Design, Build, Finance, Operate and Transfer (DBFOT) basis;

Now, therefore, in exercise of the powers conferred by section 8A of the National Highways Act, 1956 (48 of 1956), read with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, the Central Government, having regard to the expenditure involved in building, maintenance, management and operation of the said section of the said national highway, interest on the capital invested, reasonable return, the volume of traffic and the period of said agreement between the Authority and the Concessionaire, hereby notifies that there shall be levied and collected fees on mechanical vehicles for the use of the section from Km 202.000 to Km 299.000 (Hungund - Hospet) of National Highway No. 13, including the permanent bridge/ bypass/ tunnel having an estimated cost of Rs. 60.11(Rupees Sixty Crores and Eleven Lakhs)[$], in the State of Karnataka at the rates specified in the aforesaid Rules and authorises the said Concessionaire to collect and retain the said fees on and from the date of commercial



4

operation of the said section of national highway, subject to and in accordance with the said Rules and the provisions of the aforesaid agreement.

The fee levied and collected hereunder shall be due and payable at the following Toll Plazas for the distance specified for each such Toll Plaza:

S. No.	Location of Toll Plaza (chainage)	Length (in km) for which Fee is payable
1	At Km 229.061 of NH-13 in the State of Karnataka.	43.155
2	At Km 283.500 of NH-13 in the State of Karnataka.	43.155
3	Between Km 288.200 to Km 297.750 of NH-13 in the State of Karnataka.	12.749

In addition to the above, the fee levied and collected hereunder for the permanent bridge, bypass and tunnel, as the case may be, costing Rs. 50 cr. (Rupees fifty crore) or more as specified below shall be due and payable at the following Toll Plaza:

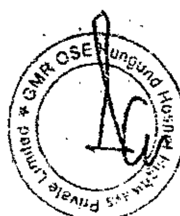
S. No.	Location of Toll Plaza (chainage)	Nature of Structure	Cost (in Rs. crore)]
1	Between Km 288.200 to Km 297.750 of NH-13 in the State of Karnataka.	Interchange at Km 297.750	60.11

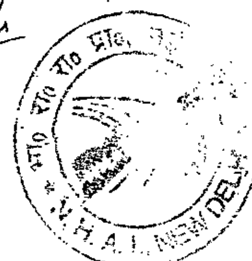
F.No. RW/NH-...............

(Name)

Deputy Secretary

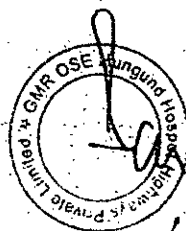
Government of India





Annexure II

Addendum for Extension of bid due date to 24th December 2009



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Addendum

Sub. : 4-laning of Hungund-Hospet Section of NH-13 from km 202.000 to km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP Phase-III (Package No. : NHDP-III/BOT/KNT/06)

Bid due date has been extended from 21.12.2009 to 24.12.2009. The RFP document is modified to that extent.





Annexure III

Addendum for Extension of bid due date to 21st December 2009

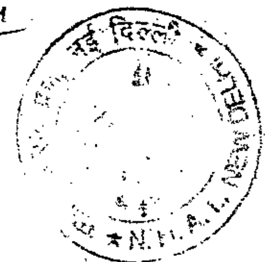


Addendum

Sub. : 4-laning of Hungund-Hospet Section of NH-13 from km 202.000 to km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP Phase-III (Package No. : NHDP-III/BOT/KNT/06)

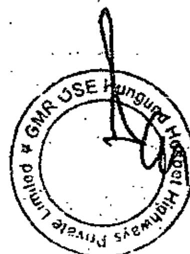
Bid due date has been extended from 16.12.2009 to 21.12.2009. The RFP document is modified to that extent.

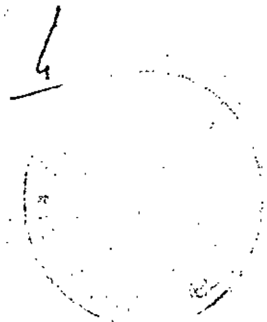




Annexure IV

NHAI letter NHAI/BOT/11012/PPPAC/KNT/05/2008 dated 25th November 2009 regarding Extension of Bid due date and issue of clarification –II to queries





रतीय राष्ट्रीय राजमार्ग प्राधिकरण
क परिवहन और राजमार्ग मंत्रालय)
ational Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6. Sector-10. Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200
फैक्स / Fax: 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2458 / 2553

NHAI/BOT/11012/PPPAC/KNT/05/2008 25.11.2009

To

All Pre-Qualified Bidders (As per enclosed List)

Sub : Four Laning of Hungund – Hospet Section of NH-13 From Km 202.000 to Km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP III (Package No.: NHDP-III/BOT/KNT/06)
- ***Extension of Bid Due Date and issue of Clarification-II to Queries***

Sir,

Please find enclose along this letter "Clarification-II to Queries " for the work as mentioned above

2 : The Bid Due Date for the project has been extended. The revised Bid Due Date is 03.12.2009 (11.00 hrs)

Yours faithfully,

(Vishal Gupta)
General Manager (K & K)

Encl : As above

List of Pre-Qualified Applicants

Sub : Four Laning of Hungund – Hospet Section of NH-13 From Km 202.000 to Km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP III (Package No.: NHDP-III/BOT/KNT/06)

1. IL&FS Transportation Networks Ltd.
   The IL&FS Financial Centre, Plot C-22
   G- Block, Bandra Kurla Complex, Bandra (E),
   Mumbai 400051
   Maharastra
   Fax # 022-26533295
   Email : ravi.sreehari@ilfsindia.com
   Kind Attn : Mr. Ravi Sreehari

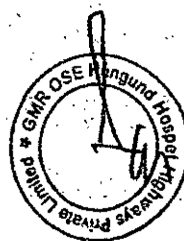
2. Soma Enterprises Ltd
   14, Avenue-4, Banjara Hills,
   Hyderabad 500034
   Andhra Pradesh
   Fax # 040-23321286
   Email : info@somaenterprise.com
   Kind Attn : Mr.Ankineedu Maganti

3. SEL-MCL Consortium,
   Sadbhav House,
   Opp. Law Garden Police Chowki,
   Ellisbridge, Ahmedabad – 380 006
   Tel : 079-2646 3384 , 26405687
   E-mail : nitin@sadbhaveng.com
   Fax # 079 - 26400210

4. L&T Ltd.
   Mount Poonamallee Road,
   Manapakkam, P.B. No. 979,
   Chennai – 600 089
   Tel : 2252 6000
   Fax : 044- 22528724

5. Gammon Infrastructure (Projects) Ltd
   Gammon House, Veer Savarkar Marg
   Prabhadevi, Mumbai 400025
   Maharastra
   Fax # 91-22-67444025
   E-mail : kb@gammonindia.com
   Kind Attn : Mr. Kshitiz Bhaskar

6. IDFC Projects Ltd. - Punj Lloyd Ltd Consortium
   6th Floor, The Capital Court
   Olof Palme Marg, Munirka
   New Delhi – 110067
   Fax No.:011-26713359
   athar.shahab@idfc.com
   Kind Attn : Mr.Athar Shahab



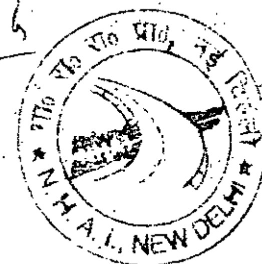


7 Patel-KNR (JV)
Patel Estate Road, Jogeshwari (West).
Mumbai 400102. Maharastra
Fax # 022-26782455,
E-mail : headoffice@pateleng.com
Kind Attn : Mr.Ashwin Shah

8 NCC Infra Holdings Ltd.
IV Floor, MJ Towers Road
12, Banjara Hills
Hyderabad – 500 034
Tel : 040 – 2332 8338
Fax : 040 – 2332 8446

9 GMR Infrastructure Ltd.
IBC Knowledge Park, Phase-2
D-Block, 10th Floor, 4/1, Bannerghatta Road
Banglore
Karnatka
560029
Fax No.: 080-40432692
kulkarni.sk@gmrgroup.in



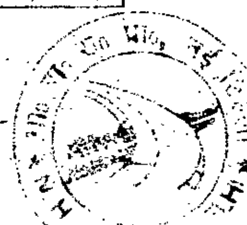


Four Laning of Hungund – Hospet Section of NH-13 From Km 202.000 to Km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP III (Package No.: NHDP-III/BOT/KNT/06)

Clarification – II to Queries

Sl. No.	*Queries*	*Clarification of Authority*
1	"We understand that the exclusion provided under Clause 2.1.14 sub-clause (i) of the RFP Vol.1 to public financial institutions referred to in Section 4A of the Companies Act, shall also be applicable to sub-clause (iii), and therefore, any subordinated debt provided by public financial institutions referred to in Section 4A of the Companies Act to Bidders, Members or Associates shall not lead to any conflict of interest. We request you to kindly confirm the above. Further, our consortium member Punj Lloyd has incorporated SPVs with equity stake in excess of 25 % with GMR Infrastructure and IL & FS Transportation Networks Limited to execute various BOT road projects awarded by NHAI. As such, this would lead to conflict of interest between GMR Infrastructure and IDFC Projects – Punj Lloyd Limited Consortium on one hand and between IL & FS Transportation Networks Limited and IDFC Projects – Punj Lloyd Limited Consortium on the other, within the meaning of Clause 21.14 sub clause (v) A relief has been provided for SPVs and JVs by NHAI to address this issue for other projects which are currently under bidding. We request NHAI to provide a similar relief for this Project under Clause 2.1.14 sub-clause (v) of the RFP Vol-I to avoid disqualification of the Shortlisted bidders	The exclusion provided under Clause 2.1.14 sub-clause (i) of the RFP Vol.1 to public financial institutions referred to in Section 4A of the Companies Act, shall also be applicable to sub-clause (iii), and therefore, any subordinated debt provided by public financial institutions referred to in Section 4A of the Companies Act to Bidders, Members or Associates shall not lead to any conflict of interest. The relationship(s) through JVs and SPVs will not come under purview of "Conflict of Interest" under sub-clause (v) of clause 2.1.14 of RFP, unless the relationship is such as to either cause one of the parties to be in a position to influence the bid of another party, or to have information about such a bid. The Conflict of Interest must be of such a nature as to affect the bidding process

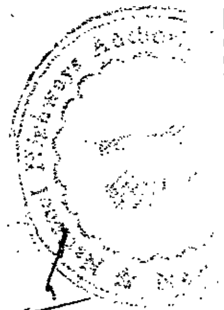


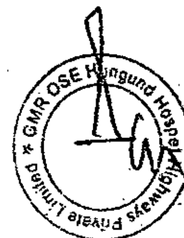


Annexure V

NHAI letter NHAI/Tech/12011/NS-2/DPR/KNT/2007 dated 21st November 2009

Addendum III





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514
एक्स. / Extn. 2223 / 2318 / 2468 / 2553

NHAI/Tech/12011/NS-2/DPR/KNT/2007 21.11.2009

To

All Pre-Qualified Applicants (as per list enclosed)

Sub :Design, Engineering, Finance,Construction, Operation and Maintenance of Hungund-Hospet Section of NH-13 From Km 202.000 To Km 299.000 in The State Of Karnataka Under NHDP Phase III on Design, Build,Finance,Operate And Transfer (DBFOT) Toll Basis.

-Addendum-III -Amendments in RFP Document (Volume I & Volume -II))

Sir,

Please find enclosed Addendum – III, to Volume-I and Volume-II of RFP

Yours faithfully,

(Vishal Gupta)
General Manager (K&K)

Encl : As above



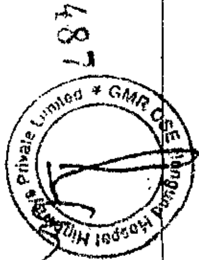


Name of Project : Design, Engineering,Finance,Construction, Operation and Maintenance of Hungund-Hospet Section of NH-13 From Km 202.000 To Km 209.000 In The State Of Karnataka Under NHDP Phase III on Design, Build,Finance,Operate And Transfer (DBFOT) Toll Basis.

Amendments in RFP Document (Volume I)

Clause	Description	As per RFP	As modified
2.1.14	General terms of Bidding	2.1.14: A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if: (i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is not more than 25%(twenty five per cent) of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through	2.1.14: A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if: (i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is not more than 25%(twenty five per cent) of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this

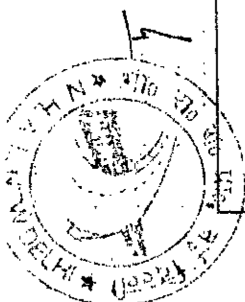
487





Clause	Description	As per RFP	As modified
		one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (ii) ………… (iii) …………… (iv)…………… (v) …………… (vi)such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project. Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be deemed to subsist only, as between such	Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (ii) ………… (iii) …………… (iv)…………… (v) …………… (vi)such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project. Notwithstanding anything stated herein a conflict of





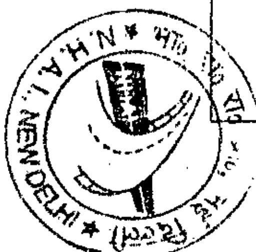
Clause	Description	As per RFP	As modified
		applicants attracting conflict of interest provisions on account of shareholdings, submit bids under this document.	interest situation arising at the pre-qualification stage will be considered to subsist only, as between such applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.

Amendments in the RFP Document (Volume II)

Clause/ Art.	Description	As per RFP	As modified
Clause 26.2.1	Additional Concession Fee	Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority on the Appointed Date, a Premium in the form of an additional Concession Fee equal to Rs...... (in words) as due to the Authority during that year, due and payable for the period remaining in that year; and for each subsequent year of the Concession Period, the Premium shall be determined by increasing the amount of Premium in the respective year by an additional 5% (five per cent) as compared to the immediately preceding year. For the avoidance of doubt, the Premium for all the subsequent years shall be determined by increasing the amount of Premium by 5% as compare to the immediately preceding year.	"Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority, on the COD date, a Premium in the form of an additional Concession Fee equal to Rs.______________(in words) as due to the authority during that year, due and payable for the period remaining in that year; and for each subsequent year of the Concession Period, the Premium shall be determined by increasing the amount of Premium in the respective year by an additional 5 % (five percent) as compared to the immediately preceding year. For the avoidance of doubt, the Premium for all subsequent years shall be determined by increasing the amount of premium by 5 % as compared to the immediately preceding year. For avoidance of doubt it is clarified that the term 'Premium' as referred in para above shall be as applicable for one financial year. In accordance with and in compliance with the terms of this agreement, If payment of such 'Premium' is due and payable only for part of such financial year, then only pro-rata payments @ 1/12 th of such Premium shall be payable

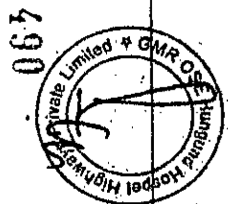
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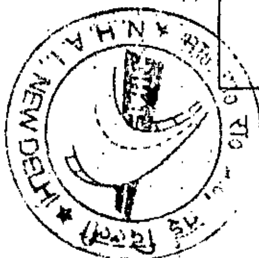




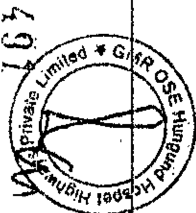
Clause/ Art.	Description	As per RFP	As modified
			for each month of such part financial year for which such Premium payments is due as payable. For the purpose of assessing the amount due for payment on such payment of Premium, part of a month shall be deemed to be a full month. In such circumstances the subsequent year as referred to in para above, for the purpose of 5% annual escalation, shall fall to commence on 1st of April of the immediately succeeding financial year."
26.3	**Concession Fees**	Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and undertakes that the total Realisable Fee for the purposes of computing the Concession Fee under this Article 26 shall be determined on the express understanding that the number of PCUs in the first year following the COD shall be deemed to be the higher of (a) the actual PCUs and (b) .... PCUs ; and that the number of PCUs for computing the Concession Fee for each subsequent year shall be deemed to be the higher of (a) the actual PCUs and (b) 2% (two per cent) greater than the number of PCUs reckoned hereunder in the immediately preceding year. For the avoidance of doubt, the Parties hereto agree that for the purposes of computing the Concession Fee hereunder, the proportion of cars, buses, trucks and other vehicles to the total number of PCUs shall always be based on the actual proportion thereof in the relevant year. The Parties also agree that for purposes hereof, Realisable Fee shall be computed with reference to the Fee due and payable by Users and any discounts, concessions or waivers granted by the Concessionaire to any or all Users shall not be reckoned for computing the Realisable Fee hereunder	**Deleted**

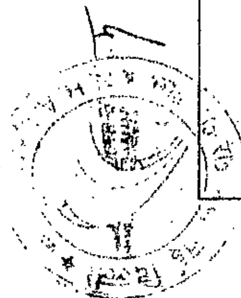
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26.4	Payment of Concession Fees	The Concession Fee payable under the provisions of this Article 26 shall be due and payable in monthly instalments. Within 7 (seven) days of the close of each month, the Concessionaire shall pay to the Authority against the Concession Fee, a provisional amount calculated on the basis of total Realisable Fee of the immediately preceding month, and final settlement thereof, based on audited accounts of the Concessionaire, shall be made within 120 (one hundred and twenty) days of completion of the respective Accounting Year	The Concession fee payable under the provision of this Art 26 shall be due and payable in monthly installments, within 7 days of the close of each month.
Clause 29.2.3	Modification in the Concession Period	Notwithstanding anything to the contrary contained in this agreement, if the average daily traffic of PCU's in any accounting year shall exceed the designed capacity of the project highway, the Authority at it's option may cause preparation of a detailed project report (DPR). The said DPR, inter-alia will assess the cost as may have to be incurred for augmenting the capacity of the project highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian Roads Congress publication no. IRC:64- 1990 or any substitute thereof and extension of concession period, if any, that may be required to yield the concessionaire a post-tax return on equity (Equity IRR) of 16% per annum, such assessment being made at an assumed debt equity ration of 70:30; such assessment being made at assumed debt: equity ratio of 70:30; such extension of concession period shall be however limited to 5 (five) years. For avoidance of doubt it is stated that there shall be no reduction in the concession period as originally accepted. The Authority may thereafter, at their sole option, issue a notice to the Concessionaire, (to be responded within a period of three months from the date of such notice), to undertake within six months of such notice, augmentation so determined by the Authority. On refusal or non-acceptance by the	"Notwithstanding anything to the contrary contained in this agreement, if the average daily traffic of PCU's in any accounting year shall exceed the designed capacity of the project highway, the authority at it's option may cause preparation of a detailed project report (DPR). The said DPR, inter-alia will assess the cost as may have to be incurred for augmenting the capacity of the project highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian roads congress publication or any substitute thereof and extension of concession period, if any, that may be required to yield the concessionaire a post-tax return on equity (Equity IRR) of 16% per annum, such assessment being made at an assumed debt:equity ratio of 70:30. Such extension of Concession period shall be however limited to 5 (five) years. For avoidance of doubt it is stated that there shall be no reduction in the concession period as originally accepted. The authority may thereafter, at their sole option, issue a notice to the Concessionaire, (to be responded within a period of three months from the date of such notice), to undertake within six months of such notice, augmentation so determined by the authority. For this purpose, all realizable fees that shall accrue from three

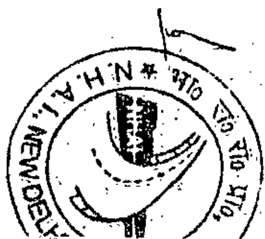




Clause/ Art.	Description	As per RFP	As modified
		Concessionaire to undertake such augmentation, either absolutely or on such extension of concession period as assessed under the DPR, or on the failure of the Concessionaire to undertake such augmentation on the due date so intimated by the Authority, an Indirect Political Event shall be deemed to have occurred and the Authority may in It's discretion Terminate this Agreement by issuing a Termination Notice and making a Termination Payment under and in accordance with the provisions of Clause 34.9.2; without the Authority being liable to issue any further notice under this provision. For the avoidance of doubt, the Parties agree that an average daily traffic of 1,20,000 PCUs shall be deemed to be the designed capacity of the Six-Lane Project Highway	months from the date of issuance of the aforesaid notice by the Authority, requiring the Concessionaire to procure capacity augmentation under this clause, shall be included in the assessment of revenue generated against the capacity augmentation and the equity IRR calculations as aforesaid shall be so based on such revenues. On refusal or non-acceptance by the Concessionaire to undertake such augmentation, either absolutely or on such extension of concession period as assessed under the DPR, or on the failure of the Concessionaire to undertake such augmentation on the due date so intimated by the authority, an indirect political event shall be deemed to have occurred and the authority may in It's discretion terminate this agreement by issuing a termination notice and making a termination payment under and in accordance with the provisions of clause 34.9.2; without the authority being liable to issue any further notice under this provision. For the avoidance of doubt, the Parties agree that an average daily traffic of 60000 PCUs and 120000 PCUs shall be deemed to be the design capacity of the Four-Lane Project Highway and Six-Lane Project Highway respectively".

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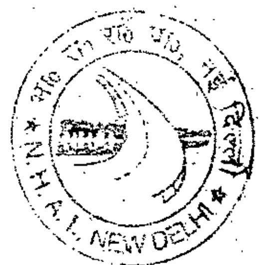




Annexure VI

NHAI letter NHAI/BOT/11012/PPPAC/KNT/05/2008/366 dated 17th November 2009 Amendment to RFP







भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Shipping, Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514
एक्स. / Extn : 2223 / 2318 / 2466 / 2553

NHAI/BOT/11012/PPPAC/KNT/05/2008/366 17.11.2009

To

All Pre-Qualified Bidders (As per enclosed List)

Sub : Four Laning of Hungund – Hospet Section of NH-13 From Km 202.000 to Km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP III (Package No.: NHDP-III/BOT/KNT/06)

Sir,

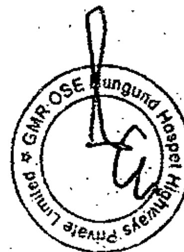
Please find enclose along this letter Amendment to RFP [RFPVolume – II (Draft Concession Agreement) and RFP Volume – I (Instruction to Bidders)] for the work as mentioned above

Yours faithfully,

17/11/2009

(Vishal Gupta)
General Manager (K & K)

Encl : As above

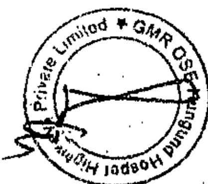




AMENDMENT TO RFP

Amendments in Draft Concession Agreement (RFP Volume – II)

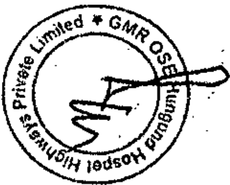
Clause/ Art.	*Description*	*As per DCA*	*As modified*
Clause 29.2.3	*Modification in the Concession Period*	Notwithstanding anything to the contrary contained in this Agreement, if the average daily traffic of PCUs in any Accounting Year shall exceed the designed capacity of the Project Highway and shall continue to exceed the designed capacity for 3 (three) Accounting Years following thereafter, an Indirect Political Event shall be deemed to have occurred and the Authority may in its discretion terminate this Agreement by issuing a Termination Notice and making a Termination Payment under and in accordance with the provisions of Clause 34.9.2; provided that before issuing the Termination Notice, the Authority shall inform the Concessionaire of its intention to issue such Termination Notice and grant a period of 180 (one hundred and eighty) days for making a representation, and may, after the expiry of such period, whether or not it has received such representation, in its sole discretion issue the Termination Notice. For the avoidance of doubt, the Parties agree that an average daily traffic of 60000 PCUs and 120000 PCUs shall be deemed to be the designed capacity of the Four-Lane Project Highway and Six-Lane Project Highway respectively.	Notwithstanding anything to the contrary contained in this agreement, if the average daily traffic of PCU's in any accounting year shall exceed the designed capacity of the project highway, the Authority at it's option may cause preparation of a detailed project report (DPR). The said DPR, inter-alia will assess the cost as may have to be incurred for augmenting the capacity of the project highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian Roads Congress publication no. IRC:64-1990 or any substitute thereof and extension of concession period, if any, that may be required to yield the concessionaire a post-tax return on equity (Equity IRR) of 16% per annum, such assessment being made at an assumed debt equity ratio of 70:30; such extension of concession period shall be however limited to 5 (five) years. For avoidance of doubt it is stated that there shall be no reduction in the concession period as originally accepted. The Authority may thereafter, at their sole option, issue a notice to the Concessionaire, (to be responded within a period of three months from the date of such notice), to undertake within six months of such notice, augmentation so determined by the Authority. On refusal or non-acceptance by the





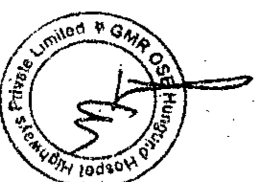
Clause/ Art.	*Description*	*As per DCA*	*As modified*
			Concessionaire to undertake such augmentation, either absolutely or on such extension of concession period as assessed under the DPR, or on the failure of the Concessionaire to undertake such augmentation on the due date so intimated by the Authority, an Indirect Political Event shall be deemed to have occurred and the Authority may in It's discretion Terminate this Agreement by issuing a Termination Notice and making a Termination Payment under and in accordance with the provisions of Clause 34.9.2; without the Authority being liable to issue any further notice under this provision. For the avoidance of doubt, the Parties agree that an average daily traffic of 60,000 PCUs and 120000 PCUs] shall be deemed to be the designed capacity of the Four-Lane Project Highway and Six-Lane Project Highway respectively.
Clause 17.8.1	***Damages for breach of maintenance obligations***	In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Daily Fee, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under	In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Daily Fee, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer.

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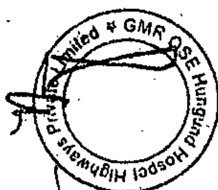


Clause/ Art.	*Description*	*As per DCA*	*As modified*
		this Agreement, including the right of Termination thereof.	Notwithstanding anything contained in this Agreement, should the actual traffic exceed the design capacity, during any year or part thereof and the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled, from such date, to recover Damages, to be calculated and paid for each day of delay until the breach is cured; at the higher of (a) 5% (five per cent) of Average Daily Fee, and (b) 1% (one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer, for the balance period of the concession. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.
Art. 48	*"Change in Ownership"*	"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below (i) 51% (fifty one per cent) thereof during Construction Period, (ii) 33% (thirty three per cent) thereof during a period of 3 (three) years following COD, and (iii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Concession Period; provided that any material variation (as compared to the representations made by the	"*Change in Ownership*" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below 51% (fifty one per cent) thereof during Construction Period and two years thereafter, provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding





Clause/ Art.	*Description*	*As per DCA*	*As modified*
		Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of {the selected bidder/ any Consortium Member} to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership;	of {the selected bidder/ any Consortium Member} to the total Equity, if it occurs prior to completion of a period two years after COD, shall constitute Change in Ownership;
Clause 7.1(k)	*Representations and Warranties of the Concessionaire*	it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement; and that no member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold less than 26% (twenty six per cent) of such Equity during the Construction Period;	it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement; and that each member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold at least 26% (twenty six per cent) of Equity during the Construction Period and two years thereafter along with its Associates. Provided further that any such request made under Clause 7.1(k) and/or Art 48, at the option of the Authority, may be required to be accompanied by a suitable no objection letter from lenders".
Clause 40.2(b)	*Permitted assignment and*	mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title,	mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title,

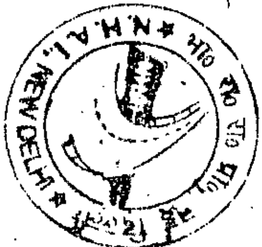




Clause/ Art.	*Description*	*As per DCA*	*As modified*
	charges	arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project Highway;	a charge on the Escrow Account, arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project Highway;
Clause 26.2.1	*Additional Concession Fee*	Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority {for the ......th (.........................th)[u] year of the Concession Period, but commencing from the day falling after .... (.........................) days from COD}, a Premium in the form of an additional Concession Fee equal to {2% (two per cent)} of the total Realisable Fee during that year, due and payable on a pro rata basis for the period remaining in that year; and for each subsequent year of the Concession Period, the Premium shall be determined by increasing the proportion of Premium to the total Realisable Fee in the respective year by an additional 1% (one percent) as compared to the immediately preceding year. For the avoidance of doubt and by way of illustration, the Premium for the ......th (.........................th) and ......th (.........................th) years shall be equal to {3% (three per cent) and 4% (four per cent)} respectively of the total Realisable Fee for the respective years.	Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority on the COD date, a Premium in the form of an additional Concession Fee equal to Rs...... (in words) as due to the Authority during that year, due and payable for the period remaining in that year; and for each subsequent year of the Concession Period, the Premium shall be determined by increasing the amount of Premium in the respective year by an additional 5% (five per cent) as compared to the immediately preceding year. For the avoidance of doubt, the Premium for all the subsequent years shall be determined by increasing the amount of Premium by 5% as compare to the immediately preceding year.

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Amendments in Instruction to Bidders :(RFP Volume – I)

Clause	*Description*	*As per RFP*	*As modified*
2.1.14	*General terms of Bidding*	2.1.14 : A Bidder shall not have a conflict of interest (the "*Conflict of Interest*") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if: (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case	2.1.14: A Bidder shall not have a conflict of interest (the "*Conflict of Interest*") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if: (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder,

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Clause	Description	As per RFP	As modified
		may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "***Subject Person***") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (ii) .... (iii) .... (iv)...............	Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "***Subject Person***") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (ii) .... (iii) ....





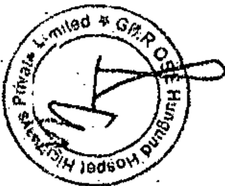
Clause	Description	As per RFP	As modified
		(v) .... (vi) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project. *Explanation:* In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "*Associate*"). As, used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.	(iv).............. (v) .... (vi) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project. Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be deemed to subsist only, as between such applicants attracting conflict of interest provisions on account of shareholdings, submit bids under this document. *Explanation:* In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "*Associate*"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation

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Clause	Description	As per RFP	As modified
			of law.
2.20.7	*Bid Security*	2.20.7 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions: a) If a Bidder submits a non-responsive Bid; b)……… c)……. d)….. e) In case the selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security	2.20.7 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions: a) If a Bidder submits a non-responsive Bid; b)……… c)……. d)….. e) In case the selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security Subject however that in the event of encashment of bid security occurring due to operation of para 2.20.7 (a), the damage so claimed by the Authority shall be restricted to 5% of the value of the Bid security.
Appendix-I	*Letter comprising the Bid*	Para 30 I/We hereby submit our Bid and [offer a Premium in the form of ____ days (in words)(no of days) before after COD for start of Premium payment as share of the Authority / require a Grant of Rs. ……… (Rupees …………only) (Strike out whichever is not applicable)] for undertaking the aforesaid Project in accordance with	Para 30 I/We hereby submit our Bid and (offer a Premium in the form Rs…….. (in words) out of the gross revenues of the Project as share of the Authority/require a Grant of Rs……. (Rupees………… only), (Strike out whichever is not applicable)] for undertaking the aforesaid Project in





Clause	*Description*	*As per RFP*	*As modified*
		the Bidding Documents and the Concession Agreement.	accordance with the Bidding Documents and the Concession Agreement.

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Annexure VII

NHAI letter NAHI/BOT/11012/PPPAC/KNT/052008 dated 28th October 2009
Clarification to pre bid meeting and Addendums





No. NAHI/BOT/11012/PPPAC/KNT/05/2008 Dated 28.10.2009.

To,
All Eligible Bidders.

Sub: 4-laning of Hungund – Hospet section of NH-13 from km202.000 to km 299.000 in the state of Karnataka under NHDP Phase-III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis (Package No. NHDP-III/BOT/KNT/06)

Sir,

Please refer to the pre-bid meeting held on 13.10.09 in NHAI, HQ New Delhi on subject project.

2. The following information / documents are enclosed herewith:-

(i) Clarifications to pre-bid meeting. (Enclosure – I).

(ii) Addendum to Vol.- II & III (Enclosure – II, Revised Appendix B1 in CD, Revised Appendix BXVII & BXX).

(iii) Revised Vol. – I instructions to bidder.

(iv) IRC Manual of specification and standards.

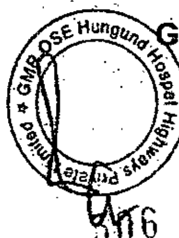
(v) Revised Schedule – R.

3. The hard copies of Vol-II (DCA) and Vol. III (Schedules) are also enclosed and these documents shall be read with addendum above. The bidder may kindly note that the bid due date has been extended upto 1100 hrs on 16.11.2009.

4. Please acknowledge the receipt of letter.

Yours faithfully,

(Vishal Gupta)
General Manager (Karnataka).



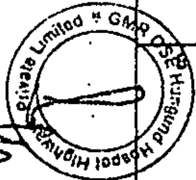


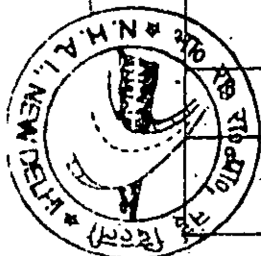
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ENCLOSURE 1

CLARIFICATIONS TO PRE BID QUERIES FOR DESIGN, ENGINEERING, CONSTRUCTION, DEVELOPMENT, FINANCE, OPERATION AND MAINTENANCE OF HUNGUND HOSPET SECTION OF NH-13 FROM KM 202.000 TO KM 299.000 IN THE STATE OF KARNATAKA UNDER NHDP PHASE III ON BOT BASIS

Sl No.	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
1	Feasibility Report	Kindly clarify whether the feasibility report and any other annexure forming part of it is binding on the Concessionaire or is it only for reference		The Feasibility Report is a reference document only.
2	Land acquisition	Kindly clarify the status of land acquisition for this project. Has NHAI started the process of land acquisition for this project		Land acquisition is on going.
3	Compensatory Afforestation	Will NHAI bear the cost of Compensatory afforestation?		As per RFP document.
4	Engineering data	Kindly provide the fly level survey data for the project road		As per RFP document. Concessionaire shall carry out required surveys.
5	Engineering data	Kindly provide all the engineering survey data available for the project road		As per RFP document. Concessionaire shall carry out all surveys and investigations.
		In case of discrepancies between the Schedules and Manual, which will prevail?	Kindly clarify	Schedule B & C are scope of work, whereas Schedule D is the Manual of specifications and standards with project specific deviations.
7	Condition survey details of existing structures	Kindly provide the Condition survey details of existing structures		This is for the Bidder to ascertain. Concessionaire shall carry out inventory of all existing structures.
	Scope of the project	Scope of the project would be as per Schedule B and not as per the manual	Kindly clarify	Refer to Sl No 7 above.
	Manual of Specifications and standards	Manual of Specifications and standards not provided	Kindly provide	IRC Manual of specifications and standards is enclosed





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Sl. No.	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
10	Reserved forest	Is the corridor passing through any reserved forest area?	Kindly clarify	Yes
11	General	Kindly allow the Concessionaire to also use Fe 500 Grade steel as Main manufacturers have discontinued the production of Fe 415.	Kindly clarify	As per IRC Manual of specifications and standards is enclosed
12	ITB, DCA, Sch A-B	The same have been uploaded in NHAI website and a hardcopy has not been provided.	Please provide the same.	Hard copies enclosed.
13	Schedules E-V	The addendum mentions revision of Schedules A to D only and the same to be replaced by the schedules uploaded in NHAI website. However, Schdeules E-V have also been uploaded in the website with certain changes from the hard copies issued earlier as part of RFP documents.	Since the addendum does not mention revision of Schedules, pl clarify what to be followed.	Hard copies enclosed.
14			The referenced letter indicates that the Estimated Project Cost as per Clause 1.1.1 shall be Rs.946 Crores instead of Rs.1209 Crores (as per Addendum 1(a) in Volume 1: Instruction to Bidders). We request you to kindly provide us the break-up of cost for both the original and revised estimated project costs.	As per RFP document.
15		Land Acquisition & Permissions/Clearances	Kindly Let us know the status of Land Acquisitions & permission /Clearances taken for the Project.	Land acquisition, permissions/clearances on going.
16		Start of Construction Works	Kindly clarify Can Concessionaire start work before the appointed date i.e. during the development period at his own risk and cost without NHAI being liable?	No.
17	Extension of time for Bid Due Date		We request you to kindly extend the bid due date by one month from the date of issue of all the clarifications to the Bidders as details pertaining to cross sections, Manual of Specifications and alignment plan would be required to conduct further studies which would only be clear on	Bid due date has been extended to 16.11.2009. Refer Addendum.

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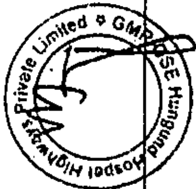


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Sl. No.	Reference Clause No.	Description of Query	Desired Modification/Remarks	Replies
			receipt of the clarifications.	
18	Volume I Page 7	A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder for a period of 1 month after 'Financial Close'.....	Please specify the agencies which have been appointed as legal, technical and financial advisers for the Authority for the Project.	1.Technical Consultants:Span Consultants Pvt. Ltd., Banglaore. 2.Financial consultants: Fortress Infrastructure Advisory services Mumbai. 3.Legal Consultants: MV Kinni & Co.
19	1.1.1 Addendum I (a)	Estimated Project Cost	What is the date the estimation was done? We understand that the Project Cost has been reduced from the cost provided initially. Kindly Explain.	July 2009 and as per RFP
20	Brief description of Bidding Process Clause 1.2.4 General Terms of Bidding 2.1.8 Definitions Bid Security	A bidder is required to deposit along with its bid a bid security equivalent to Rs. 14.96 Crore ...... **refundable not later than 60 days from bid due date except in case of highest bidder.................. Validity of demand draft / Bank Gurantee as the case may be shall not be less than 180 days from the bid due date inclusive of a claim period..........not accompanied by the Bid Security.** **The validity of period of Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 days from the Bid due date .... The Bid Security shall be refundable not later than 60 days from the Bid due date except in case of the highest Bidder.** means the security provided by the Concessionaire to the Authority along with the Bid in a sum of **Rs. 15.00 crore** (Rupees Fifteen crores) in accordance with the Request for Proposals, and	As the sentences highlighted create ambiguity to the bidder in respect of validity of Bid Security. Kindly clarify the exact period for validity of Bid security? Whether it is 60 days, 120 days or 180 days from Bid due date? Also the definitions in the Concession Agreement mentions Bid Security as Rs. 15.00 Crores. Kindly correct the same to read it in line with the addendums to Rs.14.96 Crores.	The Bid security is valid for 180 days inclusive of a claim period of60 days. The bid security is Rs.18.92 Crores only. For the bid security amount please refer to addendum.

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Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		which is to remain in force until substituted by the Performance Security;		
21	1.2.4, 2.1.8 & 2.20.1	"A Bidder is required to deposit, along with its Bid, a bid security equivalent to Rs.18.92 crores ………… Validity of demand draft/Bank Guarantee, as the case may be, shall not be less than 180 days from the Bid Due Date, inclusive of a claim period. The validity period of Bank Guarantee or Demand Draft, as the case may be , shall not be less than 120 days from the Bid Due Date ………………………	Please clarify if the period of validity of Bid security 120 days or 180 days from Bid due date? Can two consortium members submit two separate BG's in respect of their proposed equity in the SPV, in favour of NHAI?	The validity period of bank guarantee is 180 days including a claim period of 60 days. As per RFP document.
22	Schedule of Bidding Process 1.3 of ITB & Recital E of Concession Agreement	Signing of the Concession Agreement – within 30 days of award of Letter of Acceptance ("**LOA**") The Recital E in the Concession Agreement ("**CA**") states the execution of the Concession Agreement requiring to be done within 45 days of the date of issue of the LOA.	Kindly clarify which has to be considered.	As per the draft concession agreement.
23	General Terms of Bidding 2.1 clause 2.1.14(iv)	Such Bidder has the same legal representative for purposes of this Bid as any other Bidder	**Please let us know the names of the legal representatives of the bidders** so that they will not be appointed by more than one bidder and thus save bidders from getting disqualified and forfeiture of Bid Security?	1.Technical Consultants: Span Consultants Pvt. Ltd., Bangalore. 2.Financial consultants: Fortress Infrastructure Advisory services Mumbai. 3.Legal Consultnats: M.V.Kinni&Co. Refer sl.no. 18.
24	2.1.14	A Bidder shall not have conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have interest shall be disqualified. (i) such Bidder (or any constituent thereof) and any other Bidder (or any any constituent thereof) have common controlling	1. Please refer to Clause 2.2.1 of the RFQ for the Project. The RFQ provides an exemption for Banks, Insurance Companies, Pension funds or Public Financial Institutions referred into in Section 4(A) of the Companies Act, 1956. Please provide a similar exemption under clause 2.1.4 of the RFP so that all the shortlisted bidders	As per RFP document.

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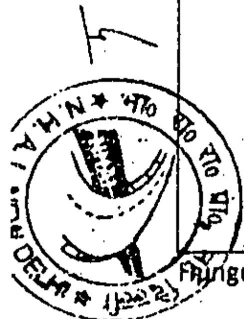


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Sl. No.	Reference Clause No.	Description of Query	Desired Modification/Remarks	Replies
		shareholders or other ownership interest ; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 5% of its paid up and subscribed capital"	can submit the bids for the project. 2. We would like to highlight a large number of bidders would be conflicted on account of their direct or indirect share holding in exiting project – specific SPV's. We propose that project specific SPV's, established to implement projects awarded pursuant to a competitive bidding process & mandated through a concession agreement by Govt Authority be excluded from the purview of this clause.	As per RFP document.
25	2.1.15	A bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical advisor of the authority in relation to the project is engaged by the bidder in any manner or matters related to or incidental to such project during thr bidding process or subsequent to the i) issue of LOA or ii) Execution of the Concession Agreement	Please specify the agencies which have been appointed as legal, technical & financial advisors for the Authority for the project.	Refer sl.no. 18.
26	General Terms of Bidding 2.1 clause 2.1.15	A bidder shall be liable for disqualification and forfeiture of Bid security if any legal, financial or technical adviser of the authority in relation to the project is engaged by the bidder......................whatsoever to the selected bidder or concessionaire for the same.	Please let us know the names of the consultants engaged in the project so that they will not be appointed by bidders and thus save bidders from getting disqualified and forfeiture of Bid Security?	Refer sl.no. 18.
27	General Terms of Bidding 2.1 clause 2.1.15	A bidder shall be liable for disqualification and forfeiture of Bid security if any legal, financial or technical adviser of the authority in relation to the project is engaged by the Financial Close' in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of LOA or (ii) execution of the Concession Agreement. bidder for a period of 1 month after '	We understand that the Bidder is given a flexibility to engage any legal, financial or technical adviser of the Authority pursuant to the expiry of one month after financial close. But the latter part of the clause contains a notwithstanding provision which curtails the flexibility so provided, hence we suggest the following modification in this clause: "A Bidder shall be liable for disqualification	As per RFP document.

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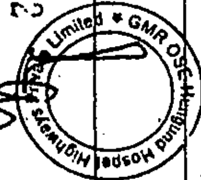


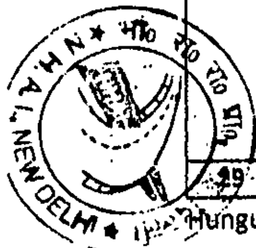


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Sl. No.	Reference Clause No.	Description of Query	Desired Modification/Remarks	Replies
			and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the bidder **prior to the expiry of one month** after 'Financial Close' in any manner for matters related to or incidental to such project during the bidding process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement **but prior to the expiry of one month after Financial Close,** then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same."	
28	cl. 1.2.3 and cl. 2.1.3	The provisions "The Feasibility Report prepared ... the aforesaid documents ... part of the Bidding Documents" and "The Feasibility Report for the Project is being provided only as a preliminary reference..." appear contradictory. While it is qualified that the Feasibility report is not binding and is for guidance only, the rationale in making the same as part of the bid documents is not clear.	Since the Feasibility Report is not as detailed as a DPR and given the qualifications under Cl 2.1.3, the same may not be treated as part of the bid documents.	Refer sl.no.1
29	Clarifications 2.8	A copy of Concession Agreement with page	Kindly clarify when here the term	The Schedules,

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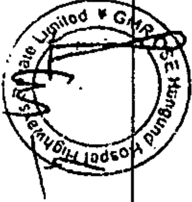


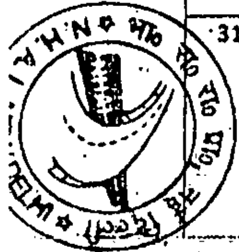
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Sl No	Reference/ Clause No	Description of Query	Desired Modification/Remarks	Replies
	Sealing and marking of Bids 2.11.2 (d)	initialled by the person signing the bid............ To in clause (b) above	Concession Agreement is referred to be submitted. Kindly clarify whether Only the Draft Concession Agreement is to be signed and initialled Or Draft concession Agreement Schedules Instruction to Bidders Project report & any addendums issued pursuant to the issue of the RFP documents have to be submitted. Please let us know for submission of the same.	Concession Agreement & any Addendums issued thereof shall be initialed and submitted.
30	Clarifications 2.8 Sealing and marking of Bids & 2.11.3	A true copy of the documents accompanying the Bid, as specified in Clause 2.11.2 above, shall ..... the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory. .... "Copy of Documents".	Kindly clarify what it means by a true copy. Is it 1. A photocopy of the initialled documents already provided as per clause 2.11.2 (d) of ITB or 2. A fresh photocopy of the original documents initialled by the bidder's representative in original. (i.e. a duplicate copy) Or 3. A photocopy of the original documents which has to be notarised as a true copy by a notary. Also, in case of 1 & 3 above please waive the signing of these documents once again by the signatory as it is a photocopy which is already signed.	The clause is self explanatory.
31	2.11.2 (d)	A copy of Concession Agreement with page initialed by the person signing the bid: Kindly clarify when here the term Concession Agreement is referred to be submitted.	Kindly clarify whether the Draft Concession Agreement is to be signed & initialed Or Draft concession Agreement, Schedules Instruction to Bidders, Project report & any	The Schedules, Concession Agreement & any Addendums issued thereof is to be initialed and submitted. (Refer sl.no. 29)

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Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			addendums issued pursuant to the issue of the RFP documents have to be submitted.	
32	cl. 2.11.4	Identification of the envelopes is given as "Bid for the Four Laning of Ahmedabad to Godhra section of NH59 from km 4.200 to km 122.420 in the state of Karnataka through Public- Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (DBFOT) basis Project"	The identification may please be changed for this Project description	Please refer to the addendum
33	2.11.4	The Three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope........following identification **"Bid for four laning of Ahemedabad to Godhra section of NH-59 from Km 4.2000 to Km 122.420** in the state of Karnataka ....basis Project"	There is a typo error in the name of the project. Kindly rectify the same.	Please refer to the addendum
34	Modifications/Substitution/Withdrawal of Bids Clause 2.15.1	The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.	Normally, Modifications / Substitution / Withdrawal of the Bid are permitted up to the deadline for submission of the Bid (i.e. up to time of submission of Bid) and are not restricted prior to the Bid Due Date. Kindly review and modify the provision as follows: "The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority **on /prior to Bid Due Date.** No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date."	No change.
35	Bid Security 2.20 Clause 2.20.7	The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions: **a) If a Bidder submits a non-responsive Bid;**	We request you to kindly delete the mentioned sub clause (a)	No change.





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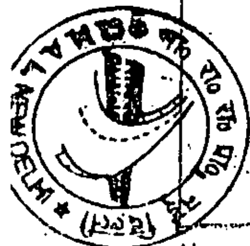
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Sl. No.	Reference Clause No.	Description of Query	Desired Modification/Remarks	Replies
36	3.3.2	In the event two or more bidders quote the same amount....the Authority shall identify the Selected Bidder by draw of lots, ...who choose to attend.	This practice for Tie Bidders is unfair, We suggest the following In the event two or more Bidders have quoted the same Premium or same Grant NHAI may – "invite fresh financial proposals only from the Bidders having the same Financial proposal. In the fresh Financial proposals the Bidder would be required not to modify their Financial proposals to the disadvantage of NHAI in financial terms". Upon acceptance of the Premium payment or Grant, NHAI may declare the successful Bidder.	As per RFP document.
37	Miscellaneous Clause 6.3	It shall be deemed that by submitting the Bid; the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.	Kindly modify the clause as follows: **Provided that the Authority has complied with the terms of the RFP Document, it** shall be deemed that by submitting the Bid, the Bidder .... and/ or claims it may have in this respect, whether actual or contingent, whether present or future. **Implication if not accepted by NHAI:-** This provision is a sort of disclaimer, which provides outright waiver by the bidder of his all rights and/or claims, whether actual or contingent and whether present or future. Critical issues in the project which could be cause for genuine and potential claims are Right of Way (RoW) to be handed over by the Authority. Also, timely receipts of all the Applicable Permits would be important for achieving COD on time. The delay in receipt of RoW from the Authority or delays in getting various permits from the concerned authorities	As per RFP document.



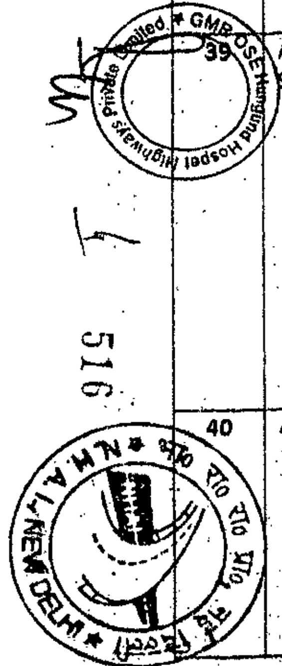
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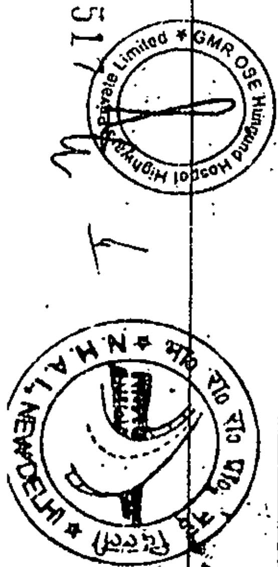
Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			would not only increase our liability to pay damages to the Authority for delay but also waive our right for claim for extension of time or other financial claims which may arise during the course of execution of the Project.	
38	Appendix – I Point 1. Appendix –II Point 1. Line 16	With reference to your RFP document **dated ************** In consideration of you, National Highways Authority of India (herein after called "NHAI" .... (hereinafter referred to as "the Project") pursuant to the **RFP Document dated ***** issued in respect of the Project and** other related documents (........ and conditions contained in the said Bidding Documents.	Kindly let us know which date is to be inserted here 1. The **starting date for issue of** RFP documents. Or The **date on which the RFP documents have been purchased** by the bidder. Kindly provide us with the above details.	The start date of issue of documents.
39	Appendix I Point 9	**I/We believe that we/our consortium/proposed consortium** satisfy(ies) the net worth criteria and meets(s) the requirements as specified..............................mutandis to the Bidding process)	Please let us know in case of a sole bidder what has to be mentioned in this point. As it seems that this point is specific for a consortium and not a sole bidder. Or Is this point not be mentioned in case of a sole bidder submits this duly filled Appendix I . Kindly clarify the same?	The bidder shall be an individual entity or a consortium. All the bid conditions are applicable to all types of bidders.
40	Appendix I Point 10	I/We declare that we/any Member of the consortium are/is not a Member of a/any other consortium submitting a Bid for the project.	Please let us know in case of a sole bidder what has to be mentioned in this point. As it seems that this point is specific for a consortium and not a sole bidder. Or Is this point not be mentioned in case of a	Refer sl.no. 39



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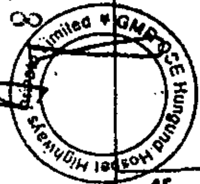
Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			sole bidder submits this duly filled Appendix I. Kindly clarify the same?	
41	Appendix I Point 16	We acknowledge that our consortium/proposed consortium was pre qualified ....in respect of change in ownership	Please let us know in case of a sole bidder what has to be mentioned in this point. As it seems that this point is specific for a consortium and not a sole bidder. Or Is this point not be mentioned in case of a sole bidder submits this duly filled Appendix I. Kindly clarify the same?	Refer sl.no. 39
42	Contents of the Bid Clause 2.14.1 Selection of Bidder 3.3 Clause 3.3.1 Selection of Bidder 3.3 Clause 3.3.2	The Bid shall be furnished in the format at Appendix – I and shall consist of a Grant or Premium as the case may be, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Grant or Premium as the case may be required by him or offered by him............and the provisions of the Concession Agreement. The Bidder adjudged as responsive in terms of Clause 3.2.1 and quoting the Highest Premium offered to the Authority, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest Grant to be paid by the Authority shall be declared as the selected Bidder (the "Selected Bidder"). In the event that two or more Bidders quote the same amount of (Premium or Grant, as the case may be) (the "Tie Bidders"), ..., in the presence of the Tie Bidders who choose to attend.	Please Clarify in case of premium to be quoted by the Bidder the same has to be quoted in terms of Rupees it is to be paid to the Authority as specified in the paragraphs referred or is it to be quoted by way of no of days before or after COD date as specified in Appendix - I	The premium to be quoted in the form of number of days before/after COD.



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Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
	Appendix – I	I/We hereby submit our Bid and offer a Premium in the form of ____ days (in words) before/after COD for .....) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.		
43	Appendix II Point 3	We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and .... on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).	Kindly let us know the amount to be filled in this blank so that the blank in the Bank Guarantee format can be filled in for due submission to Authority at the time of Bid Submission.	The bid security amount in INR.
44	Appendix II Point 3	We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and .... on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).	Kindly let us know the amount to be filled in this blank so that the blank in the Bank Guarantee format can be filled in for due submission to Authority at the time of Bid Submission.	Refer sl.no. 43
45	Volume I Appendix I Volume II 26.2.1 Page 70	I/We hereby submit our Bid and offer a Premium in the form of .... Days (in words) before / after COD for the start of the premium payment as share of the Authority / require a Grant of Rupees.......... (Rupees only) (Strike out whichever is not applicable) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement. Without prejudice to the provisions of the clause 26.1, the Concessionaire agrees to pay to the	Please provide the formula and methodology by which the number of days before / after COD specified in the Bid gets converted into % terms for the calculations in clause 26.2.1 of the Draft Concession Agreement.	The premium has to be quoted in number of days before or after COD only and the RFP document is self explanatory. Please refer to article number 26 of the DCA also.

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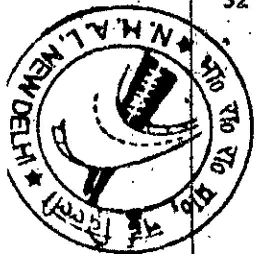
Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		Authority for the..........th (.......th) $$ year of the Concession Period, but commencing from the day falling after.......(...) days from COD , a Premium in the form of an additional Concession Fee equal to. [2% (two percent)] of the total Realisable Fee during that year due and payable on a pro rata basis for the period remaining in that year		
46	General	Costs arising out of Rehabilitation and Resettlement (R&R): There are no provisions in the DCA to effectively cover issues arising out of R&R activities. Concessionaire has very little control over these.	As practiced, the Authority may please take all responsibilities and costs arising out of R&R activities. Necessary provisions may please be included in the DCA to cover these.	As per RFP document.
47	Volume II 4.1.2 Page 12	Authority shall have a) provided to the Concessionaire the Right of Way to the site	1. Please clarify what is the current status of land acquisition (Status of 3a, 3A, 3d) for the Project, particularly for the land which is currently categorized as 'Forest Land' and the land under 'Tungabhadra Reservoir'. 2. Please clarify what % of the right of way is under the possession of the NHAI? 3. Please also provide the land acquisition plan for bidders verification. 4. Please clarify if there any Resettlement and Rehabilitation issues with respect to the Project and if the Concessionaire is expected to bear any such costs.	1. 3(a) notified. Application submitted to forest department for transfer of land. 2. Existing ROW width available is 45m except from km.298.000 to km.299.000 3. Refer Revised Appendix B XVI of Schedule B 4. As per RFP document.
48	Volume II 4.1.2 Page 12	Authority shall have d) procured all Applicable Permits relating to environmental protection and conservation of the Site.	Has NHAI field an application for Environmental Clearance for this project? If so, kindly clarify the status of the same. Would compensatory afforestation be a part of the scope of the project? Please clarify who would bear the cost of such compensatory afforestation.	• MOEF accorded approval. • As per RFP document.

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Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
49	cl. 4.1.2 (e) , cl. 5.1.4 (a) & Sch E	While all Applicable Permits relating to environmental protection and conservation of site shall be procured by Authority as a Condition Precedent (prior to Appointed Date), the permission to cut trees have been mandated to the concessionaire. This essentially shall be under the purview of environmental protection and conservation.	Since Authority has taken the responsibility with respect to all Applicable Permits relating to environmental protection and conservation of site, tree cutting permissions may also be made part of the same.	As per RFP document.
50	Article 4.1.2	Provided that the Authority may from time to time by notice extend, for up to 6 (six) months, the period for procuring the approval set forth in Sub-clauses(d).........	Kindly make the following modification in the clause: Provided that the Authority may by notice extend, for up to a maximum period of **1(one) month**, the period for procuring the approval set forth in Sub-clauses(d) & (e).........	As per RFP document.
51	Article 4.1.2 (e)	Procured all applicable permits relating to environment protection and conservation of site: Provided that the Authority may from time to time by notice extend, for up to an aggregate of 6 (six) months, the period for procuring the approval set forth in Sub-clause (d) and/ or Sub-clause (e) above	In case Environmental clearance as to be procured by Authority in terms of CP is delayed beyond the Appointed dated **kindly clarify how concessionaire can start the construction works with out the Environmental clearance for the project in place?**	As per RFP document.
52	Conditions Precedent Article 4.1.1	Conditions Precedent Save and except as expressly provided in Articles 4, 10, 24, 34, 44 and 47, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "Conditions Precedent").	We suggest the following modification in this Article: "Save and except as expressly provided in Articles 4, 6.3;10, 24, 30, 34, 44 and 47, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "Conditions Precedent")."	As per RFP document.
53	Article 4.1.2	(e) procured all Applicable Permits relating to	We request the clause to be modified as	No change.





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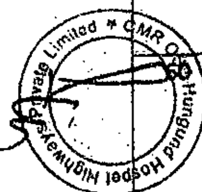
Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		environmental protection and conservation of the Site:	follows: (e) procured all Applicable Permits relating to environmental protection and conservation of the Site and any permits or Forest clearances/MOEF Clearances.	
54	Article 4.2	Damages for delay by the Authority In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof in this Agreement, and ....nt, subject to a maximum of 20% (twenty percent) of the Performance Security.	The right of Termination shall be available to the Concessionaire if such CP is not fulfilled within the specified period and extension shall be granted.	As per RFP document.
55	4.3 Damages for delay by the Concessionaire	In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 180............... the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance security for each day's delay until the fulfilment.... of the Performance Security	The damages payable as a result of failure to fulfil the Conditions Precedent should be 0.1% of Performance security for each day's delay. Kindly modify the provision as : In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 180 .... the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance security for each day's delay until the fulfilment.... of the Performance Security	No change.
56	Obligation of the Concessionaire Article.5.1.4 (e)	"Make reasonable efforts to facilitate the acquisition of land required for the purposes of the agreement."	The responsibility of acquisition of land is to be with the Authority. Concessionaire's role and responsibility in this regard may be clarified.	The concessionaire shall facilitate land acquisition by the authority wherever necessary.
57	cl. 5.1.4 (e).	"The Concessionaire shall, at its own cost and expense... (e) make reasonable efforts to facilitate	Please clarify that all costs associated	As per RFP document

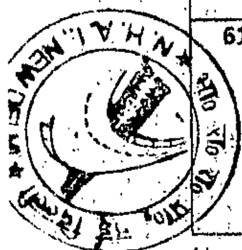
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ENCLOSURE 1

Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		the acquisition of land required for the purposes of the Agreement". This provision could be interpreted as if the LA activity shall cost the Concessionaire, while it is the Authority's obligation to transfer encumbrance free Site to the Concessionaire at no additional cost than the Concession Fee.		
58	5.1.4	"Make reasonable efforts to facilitate the acquisition of land required for the purposes of the agreement." The responsibility of acquisition of land is to be with the Authority.	Concessionaire's role and responsibility in this regard may be clarified.	As per RFP document
59	5.2.4		The right of the Authority to substitute itself for project agreements will again involve financing documents. Moreover, this clause also states that if this right of substitution is not exercised within 90 days of the transfer date, then these project agreements will deem ceases to be enforced. This may not be acceptable to the lenders. Please delete this clause.	As per RFP document
60	Article 5.2.4	The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension.	Kindly modify this provision as under: "The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination due to Concessionaire Event of default."	As per RFP document
61	Article 5.3.2 Definition of Change of Ownership	Change in Ownership (i)all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than	We request NHAI to omit this clause the acquisition of 15% equity of the Concessionaire would hardly have an impact on the operations or management of the Concessionaire	As per RFP document

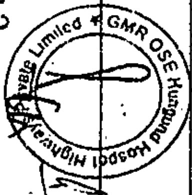
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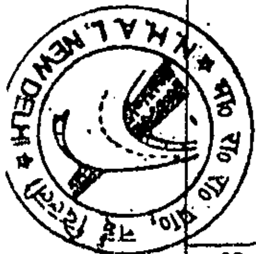




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Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		15% of the total Equity of the Concessionaire……………………………For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the authority shall endeavour to convey its decision thereon expeditiously. means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the (selected bidder/ Consortium Members), together with (its/their) Associates, in the total Equity to decline below (i) 51% (fifty one per cent) thereof during Construction Period, (ii) 33% (thirty three per cent) thereof during a period of 3 (three) years following COD, and (iii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Concession Period; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of (the selected bidder/ any Consortium Member) to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership;	We request you to modify the provision as follows: "The authority shall endeavour to convey its decision thereon expeditiously and in no event later than 15 days." As we can see both the given sentences are contradictory kindly clarify which will prevail.	
62	Article 5.6	The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under	Upon achieving Commercial Operations for the Project, the obligations of the Concessionaire is limited to the	As per RFP document



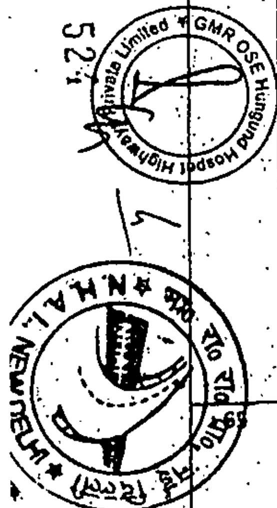


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Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.	maintenance and operation of the Project Highway. Hence, we request NHAI to make the following additions at the end: "which consent shall not be unreasonably withheld after the Commercial Operations Date."	
63	Obligations of the Authority Article 6.1.2(e)	Obligations of the Authority (e) Subject to and in accordance with the Applicable Laws, grant to the Concessionaire the authority to regulate traffic on the Project Highway.	Please confirm that such authority to regulate traffic on the Project Highway shall be granted to the Concessionaire from the Appointed date and amend the clause accordingly in the following way: "Subject to and in accordance with the Applicable Laws, grant to the Concessionaire the authority to regulate traffic on the Project Highway such that the Concessionaire will be able to operate the existing road from the Appointed Date."	As per RFP document
64	Article 6.2	Maintenance obligation prior to Appointed Date During the Development Period, the Authority shall maintain the Project Highway, at its own cost and expense, so that its traffic worthiness and safety are at no time materially inferior as compared to its condition 7 (seven) days prior to the last date for submission of the Bid, and in the event of any **material deterioration** or damage other than normal wear and tear..............of the Project Highway, or in the event of excessive deterioration or damage caused due to unforeseen events such as floods or torrential rain.	Kindly define Material Deterioration and Excessive Deterioration?	As per RFP document.
65	Article 6.3	Obligations relating to Competing Roads The Authority shall...........any Government Instrumentality shall, at any time before the 10th (tenth) anniversary of the Appointed Date, construct or cause to be constructed any	It is our request to amend the Clause as follows: "The Authority shall not construct or cause to be constructed any Competing Road	As per RFP document

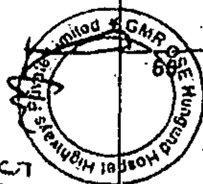


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Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		Competing Road Upon breach of its obligations hereunder, the Authority shall be liable to payment of compensation to the Concessionaire under and in accordance with Clause 35.4	from the date of Bid submission till the 10th anniversary." It will be unfair to not provide for any termination rights to the Concessionaire in the event that the Authority is in breach of this Clause. Therefore, we request you to modify the Clause in the following manner "The Concessionaire shall, without prejudice to its other rights and remedies under this Agreement including Termination thereof, be entitled to receive compensation from the Authority under and in accordance with Clause 35.4" Such compensation shall be adjusted against the Premium, if any that the Concessionaire has to pay to the Authority under this Agreement.	
66	cl. 6.3, cl. 30.1 & defn.	Competing Road is defined as roads connecting end points of the Project Highway. This would however mean that the competing road shall have to start precisely at the same chainage. This provision defeats the purpose of the clause as competing road need not necessarily start at the same chainage.	Kindly make necessary modifications in the definition of Competing Roads so that potential revenue erosion due to competing facilities is curtailed. The provision, "connecting the two end points. of the Project Highway and" may please be removed from the definition. References may please be drawn to Cl 30.1, which includes all roads between the chainages under its purview.	As per RFP document
67	7.1 K	it shall at no time undertake or permit any change in ownership except in accordance with the provisions of clause 5.3 & that the (selected bidder/consortium member), together with (its/their) associates, hold not less than 51% (Fifty One percent) of its issue & paid up equity as on the date of this agreement, and that no member	Please clarify if the Consortium members along with Associates can hold the minimum 26% Equity during Construction Period, or is it that the Consortium Members need to hold 26% Equity themselves.	As per RFP document



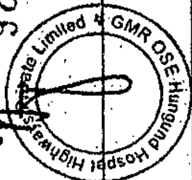
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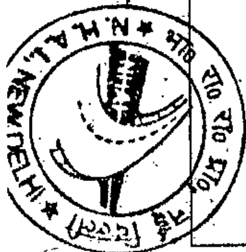


ENCLOSURE 1

Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		of the Consortium whose technical and financial capacity was evaluated for the purpose of prequalification and short listing in response to the Request for Qualification shall hold less than 26% (twenty Six percent) of such Equity during the Construction Period.		
68	7.2	Representations and Warranties	The following Representations and Warranties were a part of earlier Concession Agreements; however they have been deleted from this Agreement. We suggest the same be introduced again: (i) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement; (ii) all information provided by it in response to the Request for Qualification and Request for Proposals, including amendments thereto or disclosures thereunder, in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; (iii) upon the Concessionaire paying the Concession Fee and performing the covenants herein, it shall not at any time during the term hereof,	As per RFP document.

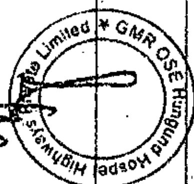
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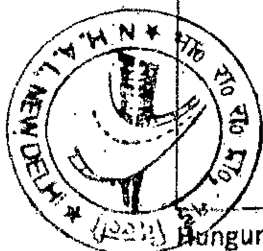




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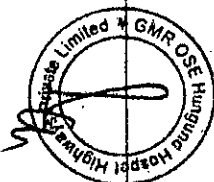
Sl. No.	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			interfere with peaceful exercise of the rights and discharge of the obligations by the Concessionaire, in accordance with this Agreement.	
69	8.1.1	.... the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy	We suggest the following to be added to the last line "Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy............"	As per RFP document.
70	8.1.4	In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error, provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.	We suggest the following modification in the Clause: "....., error, provided, however, that any notice pursuant to this Clause 8.1.4 shall not prejudice............"	As per RFP document
71	Right of Way Licence, Access and Right of Way Article 10.2.5	The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the License granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose.	We request NHAI to make the following amendments: "The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the License granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, provided Termination Payments (if applicable) shall have been paid in full, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose."	As per RFP document

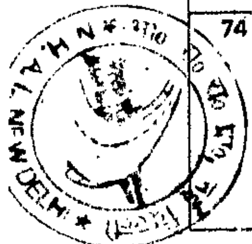




ENCLOSURE 1

SL. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
72	Article 10.3.1	Pursuant to the notice specified in Clause 4.1.2, the Authority Representative .... For the avoidance of doubt, it is agreed that valid licence and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed **to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.**	Kindly modify the clause as follows : Pursuant to the notice specified in Clause 4.1.2, the Authority Representative .... For the avoidance of doubt, it is agreed that valid licence and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant **physical, legal obstruction free** access of Right of Way thereto being provided by the Authority to the Concessionaire.	As per RFP document
73	Clause 10.3.2	Without prejudice to the.............the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of way,........the Authority shall be liable to payment of damages under and in accordance with the provisions of Clause 4.2	As per Section 3 (E) of the National Highways Act, 1956, handing over of project site to the Concessionaire and commencement of construction works is possible only after payment of compensation to project affected people by NHAI. For a private entrepreneur, it is not possible to implement a project unless NHAI pays full compensation to the project Affected People. We request you to clarify whether compensation to the Project Affected People and all land acquisition related formalities pursuant to Section 3(E) of the National Highways Act, 1956 have been fulfilled by NHAI.	As per RFP document & land acquisition is ongoing based on NH Act 1956)
74	Article 10.3.4	The Authority shall make best efforts to provide and grant the Right of Way to the Concessionaire in respect of all land included.................. from the 91st (ninety first) day of the Appointed Date and until such Right of Way is procured.	The clause mentions that in case of delay in land acquisition, the Authority shall be liable to pay damages. In the event damages are paid by the Authority, the Concessionaire shall have to complete all Construction works before the Project Completion Date. This ultimately transfers	As per RFP document.

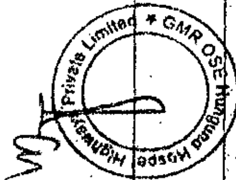


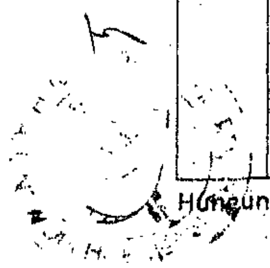


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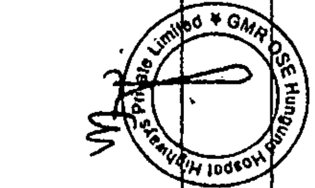
Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			the land acquisition risk to the Concessionaire. **For instance, if there is a 6 month delay in land acquisition, though the Authority will be liable to pay damages, it will be unrealistic for the Concessionaire to complete the project in time, As a result, we will end up paying damages too for delay in project completion.**	
75	Article 10 Right of Way (Procurement of Site) 10.3.4	The Authority shall make best efforts to provide and grant the Right of Way..............until such Right of Way is procured.	Kindly make the necessary changes as below: The Authority should ensure the grant of Right of Way..............until such Right of Way is procured.	As per RFP document
76	10.4	Site to be free of Encumbrances- the last line is "....For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances". This extra proviso defeats the entire concept of Encumbrance free land to be provided to the Concessionaire, and also	The same may please be deleted to enable the definition of Encumbrance to hold good.	As per RFP document
77	10.4	It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.	This clause is very vague and requires the concessionaire to take open and unlimited risks which are not even related to the project. We suggest the same to be deleted.	As per RFP document.
78	11.1	Existing Utilities and roads	It is requested that the network drawing of information regarding underground telephone lines, OFC & electric cable line & other utility shall be made available. It is requested that a detailed Utility Relocation Plan be shared with bidders. If the existing Utilities within the ROW are	1. All existing utilities, information are shown in layout plan drawings in CD enclosed in Appendix BI. 2. Utilities relocation plan shall be shared with the successful





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SI No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			untouched, is it necessary to move them to the Utilities Corridor?	bidder. 3. All utilities shall be relocated to utility corridor.
79	Article 11.1 Utilities, Associated Roads And Trees	Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, ... upon written request from the Concessionaire, initiate and undertake, at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion.	Keeping the carriageway in Traffic worthy condition is the obligation of Concessionaire but that should not mean he should be penalised for others doing'. In this case traffic diversion if to be done is not because of something to be done for construction of highway but because of Utility Shifting, Utilities to be kept in satisfactory use. Hence we request you to kindly modify the same as below Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, ... upon written request from the Concessionaire, initiate and undertake at the Authority's risk and cost, legal proceedings for acquisition of any right of way necessary for such diversion.	As per RFP document
80	Utilities, Associated Roads and Trees Article 11.3.2	The Authority may, by notice require the Concessionaire to connect any adjoining road to the Project Highway..	Maintenance of adjoining roads can adversely affect the financial viability of the project. Therefore, maintenance of adjoining roads should not be the obligation of the concessionaire.	As per RFP document
81	Article 11.3.3	The Authority may by notice require the Concessionaire to connect, through a paved road.....and maintained by the concessionaire upon Advance Payment of the cost to be made	Kindly modify the following clause as follows; "The Authority may by notice require the	As per RFP document

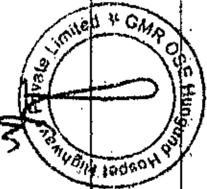


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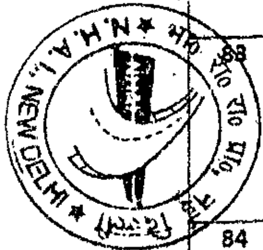


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Sl. No	Reference Clause No.	Description of Query	Desired Modification/Remarks	Replies
		by the beneficiary entity in accordance with the amount and period as determined by the Independent Engineer.	concessionaire to connect, through a paved road.....and maintained by the concessionaire upon Advance Payment of the cost to be made by the beneficiary entity in accordance with the amount and period as determined by Independent Engineer in consultation with the Concessionaire"	
82	Article 11.4 Utilities, Associated Roads and Trees Felling of Trees	The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority...............deem appropriate	The obligation of obtaining the Applicable Permit for felling of trees & other Clearances related to Ministry of Environment & clearances Forest should be with the Authority and the assistance to be done by the Concessionaire. The Concessionaire will do actual feeling of trees but the permit has to be obtained by the Authority. **Thus we request the clause to be modified as follows:** The Concessionaire shall assist the Authority in obtaining the Applicable Permits for felling of trees to be identified by the Authority...............deem appropriate	As per RFP document
83	cl. 11.4	This clause only deals with felling of trees and associated costs. There is no reference of Compensatory Afforestation which would be required to compensate the felling.	Since Authority owns felled trees and bears the cost of felling as per the provision, any Compensatory Afforestation required on account of felling of trees may please be made responsibility of the Authority	As per RFP document
84	Construction of service lanes by the Authority 12.7	The Authority, shall at any time after the 8th (Eighth) anniversary ....in accordance with the provision of this agreement.	Maintenance of service lanes constructed by the Authority during the remaining operation period can not be a obligation of the Concessionaire as it will adversely affect the financial viability of the project.	As per RFP document.

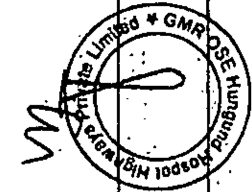


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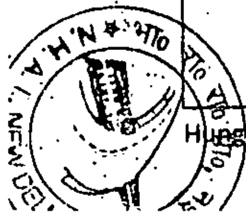


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Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			Therefore, maintenance of services lanes constructed by the Authority should not be the obligation of the Concessionaire. In case service roads are constructed prior to the 8th anniversary, Compensation for the loss of revenue, if any should be provided to the Concessionaire. Kindly make the necessary provision.	
85	Article 14, Completion Certificate, 14.3.2	The Parties hereto expressly agree that a Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the Project Highway, if at least 75% (seventy five per cent) of the total length of the Project Highway has been completed. Upon issue of such Provisional Certificate, the provisions of Article 15 shall apply to such completed part.	As upon request of the Concessionaire to this effect, be issued for operating part of the Project Highway, if at least 75% (seventy five per cent) of the total length of the Project Highway has been completed. Upon issue of such Provisional Certificate, the provisions of Article 15 Kindly let us know whether the 75% of the total length means 75% of Continuous stretch or 75% of total stretch. Also would bypass/structure need to be part of 75% of total length to be considered for applying for Provisional Certificate.	The RFP document is self explanatory.
86	cl. 16 – Change of Scope	The Authority has the right to award any works or services on the basis of open competitive bidding after giving notice to the Concessionaire and considering its reply thereto. In the event such bidding takes place, then the Concessionaire has a right to participate and if the bid quoted by the Concessionaire falls short of the highest bid by less than 10%, then the Concessionaire is entitled to match the bid of the highest bidder. [Clause 16.5]	The performance of works and services by other persons may cause obstructions to the Project Highway or to the works of the Concessionaire. The Authority should be placed under an obligation to facilitate coordination between the works of the Concessionaire and such third persons and ensure that the works or services of such persons do not obstruct the works performed by the Concessionaire. It would be advisable to require the Authority to indemnify the Concessionaire in the event that the works and services performed by	As per RFP document.



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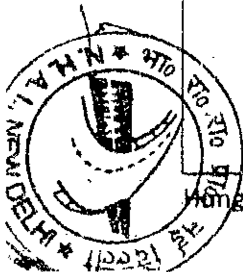


ENCLOSURE :

Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			such other persons causes a delay in the completion of the Project under the Concession Agreement or causes the Concessionaire to incur any other losses or liabilities.	
87	Article 16, Change of Scope, 16.4..2	Notwithstanding anything to the contrary contained in this Article 16, the ....to exceed 5% (five per cent) of the Total Project Cost in any continuous period of 3 (three) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed 20% (twenty per cent) of the Total Project Cost at any time during the Concession Period.	For Change of Scope the Cap of 20% of TPC is too high, Hence we request you to modify the same to read it as: Notwithstanding anything to the contrary contained in this Article 16, the ....to exceed 5% (five per cent) of the Total Project Cost in any continuous period of 3 (three) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed 5 % (Five per cent) of the Total Project Cost at any time during the Concession Period.	As per RFP document
88	Power of the Authority to undertake works 16.5.1	In accordance with Clause 16.5.1 Notwithstanding anything to the contrary contained in clause 16.2 & 16.3, the Authority may, after giving notice to the concessionaire and considering its reply thereto, award such works or services to any person on the basis of open competitive bidding	Kindly incorporate the following as "If change of scope work awarded through competitive bidding to other party then the Authority will be solely responsible to maintain the additional work and services under change of scope" and Concessionaire will not be responsible for its maintenance.	As per RFP document.
89	Reduction in Scope of the Project 16.6.1	If the concessionaire shall have failed to complete Any Construction Work on account of Force Majeure or any reasons solely attributable to the Authority.......require the concessionaire to pay 80% of the sum saved there from, and upon such payment	In such an eventuality of the Reduction in the Scope of the Project firstly the right of Termination shall be available to the Concessionaire. And further, the clause should be modified as follows. "If the concessionaire shall have failed to	As per RFP document



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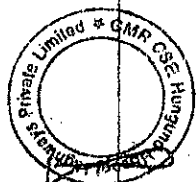
Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			complete Change of Scope Construction Work on account of Force Majeure or any reason solely attributable to the Authority....... require the concessionaire to pay 80% of the sum saved there from, and upon such payment ...."	
90	Article 17 Operations and Maintenance	(d) carrying out periodic preventive maintenance of the Project Highway;	Kindly let us know when periodic Maintenance has to be done Is Periodic Maintenance as per time intervals or is it performance based. In case of Time intervals kindly provide during which period the Periodic Maintenance has to be done and in case Periodic Maintenance it's a Performance based kindly provide us the parameters to be taken into consideration to determine periodic Maintenance.	As per RFP document.
91	Power of the Authority to undertake works 16.5.1 Lane closure 17.7	In accordance with Clause 16.5.1 Notwithstanding anything to the contrary contained in clause 16.2 & 16.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award such works or services to any person on the basis of open competitive bidding .... 17.7.1 The concessionaire shall close any lane of the Project Highway for undertaking maintenance works except with the prior approval of the Independent Engineer.	As per 16.5.1, if the Authority awards the change of scope works or services to any person on the basis of open competitive bidding during operation period then the contractor / person who is awarded the change of scope works or services, if any, shall be responsible for taking permission for lane closure from Independent Engineer. Kindly Clarify. Such new contractor / person shall also carry out the maintenance of the change of scope works as well.	As per RFP document.
92	cl. 17.1.2- Debris removal	The clause says "The Concessionaire shall remove promptly from the Project Highway all surplus construction machinery and materials; waste materials (including hazardous materials and waste water), rubbish and other debris (including;	The maximum lead may please be specified.	As per RFP document.

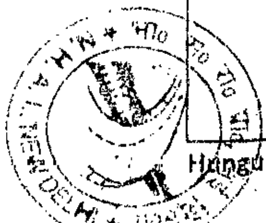




ENCLOSURE 1

Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		without limitation, accident debris) and keep the Project Highway in-a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at identified site by IC / Authority". The site to be identified by IC/ Authority needs to be within a reasonable lead to enable the process to be economical to the Concessionaire.		
93	17.1.2 Page 57	For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at the place identified by the Authority at appropriate time.	We request the Authority to provide the exact location as it would have a direct implication on our EPC and O&M costs.	As per RFP document.
94	17.1.3	The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads, over-passes, under-passes or other structures situated on the Site but not forming part of the carriageway.	The Concessionaire shall maintain all stretches of approach roads, over-passes, under-passes or other structures situated on the Site but not forming part of the carriageway. **This imposes additional cost on O&M. We need some clarity on such structures already existing on the Site not forming part of carriageway.**	As per RFP document.
95	Clause 17.9.1	In the event the Concessionaire does not maintain and/or repair the Project Highway or any part thereof... **...In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty percent) of such cost shall be paid by the Concessionaire to the Authority as Damages. For the avoidance of doubt, the right of this Authority under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8**	Kindly note that the Concessionaire is ready and willing to bear the risk and cost of carrying out the remedial measures and also to pay damages under Clause 17.8. The imposition of additional damages being 20% of the cost of carrying out the remedial measures over and above the actual cost and damages under Clause 17.8 is unreasonable and harsh. Therefore, we request the Authority to delete the following from Clause 17.9.1 : "In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty percent)	As per RFP document

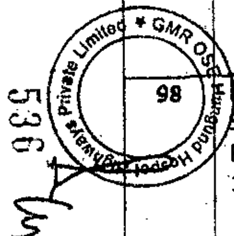


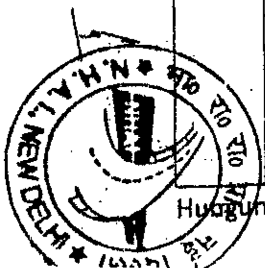


ENCLOSURE 1

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Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			of such cost shall be paid by the Concessionaire to the Authority as Damages. For the avoidance of doubt, the right of this Authority under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8"	
96	Volume II 18.1.2	The Authority shall appoint an experienced and qualified firm or organization (the "Safety Consultant") for carrying out safety audit of the Project Highway in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.	Who would bear the expenses and fee due to the Safety Consultant the Construction Period? Please clarify.	As per RFP document
97	Article 18 Safety Requirements 18.1.2	The Authority shall appoint an experienced and qualified firm or organization (the "Safety Consultant") for carrying out safety audit of the Project Highway in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.	Kindly clarify who will bear the Fees for Safety Consultant during Construction and Operations period? What would be the cap of fee during construction period and during operations period?	As per RFP document
98	Expenditure on Safety Requirements 18.2	.......costs and expenses on works and services not covered hitherto before and arising out of safety funds requirements shall be borne form out of a **dedicated safety funds** to be managed and operated by the Authority or substitute thereof.	Kindly clarify what will happen to the **safety funds** on transfer date? Also clarify whether Concessionaire shall be allowed to use the balance amount remaining from safety funds?	The clause is self explanatory.
99	Volume. II 20.4, 21.3		Please clarify if three Traffic Aid Posts and Medical Aid Posts need to be built for this Project as two of the proposed toll plazas are within five kilometers of each other.	As per RFP document
100	Volume II 22.3.2 Page 63		Please clarify if the traffic sampling data collected as specified in clause 22.3.2 would be corrected for the yearly / monthly seasonal variation. Similar provisions have been included in clause 26.5.2. please clarify if the same would be applicable here.	As per RFP document.

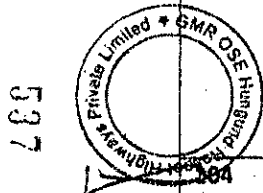


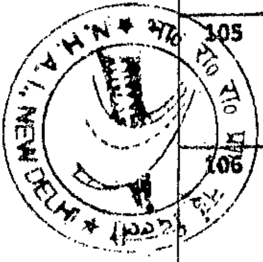


ENCLOSURE 1

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Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
101	25.1	The authority agrees to provide to the Concessionaire cash support by way of an outright grant equal to the sum set forth in the Bid, namely, Rs........... (Rupees in words......................), in accordance with the provisions of this Article 25 (the "Grant")..	Please specify if there is any limit on the amount of Grant that can be quoted for the Project.	The concessionaire has to make his own judgment about the grant required/premium paid.
102	Additional Concession Fee 26.2	Without prejudice to the provisions of clause 26.1 the concessionaire agrees to pay to ......Total realisable fee for the respective year.	**Kindly provide us the Methodology of arriving at premium to be quoted before COD.** As we understand that premium of 2% to be paid after COD would start form the day quoted in the Bid and would increase Year on Year by 1% on the anniversary of such date.	The RFP document is self explanatory.
103	cl.26.2.2, Schedule S-Escrow Agreement	The clause mentions that "The Premium payable under Clause 26.2.1 shall be deemed to be part of the Concession Fee for the purposes of this Agreement". The Schedule S mentions the flow of funds from Escrow to be as follows- ....Concession Fee, Debt servicing, Premium..., the two provisions are contradictory.	The clause 26.2.2 may please be deleted to ensure the proper flow of funds from Escrow account, as lenders will not accept premium to have a higher priority that Debt servicing.	As per RFP document.
104	26.3	... the total Realisable Fee for the purposes of computing the Concession Fee under this Article 26 shall be determined on the express understanding that the number of PCUs in the first year following COD shall be deemed to be the higher of (a) the actual PCUs and (b) 36,135 PCUs...	Please specify the source and the basis for the number 36,135 PCUs specified in the Draft Concession Agreement. The Feasibility Report provided by NHAI reports that the average AADT in 2006 of the three toll plazas is 36,940 PCUs. Please clarify.	As per RFP document
105	Volume II 26.3		Please clarify if the toll rates for computing the Realisable Fee under this clause would be an average at each of the toll plazas or be linked to the actual revenue collected.	As per RFP document
106	26.3	.......in the relevant year. The Parties further agree that for purposes hereof, Realisable Fee shall be computed with reference to the Fee due and payable by Users and any discounts,	Please clarify if the discounts, concessions or waivers referred here are over & above the discounts and concessions mandated as per the Concession Agreement.	As per RFP document.



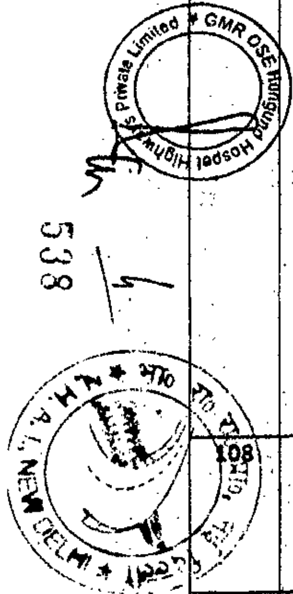


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Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		concessions or waivers granted by the Concessionaire to any or all Users shall not be reckoned for computing the Realisable Fee hereunder. The Parties also	We assume that these discounts refer only to any reduction offered by the Concessionaire over and above the mandated discounts by the Concession Agreement. The Fee and payable shall take into consideration the discounts mandated by the Concession Agreement and the proportion of monthly, daily and local passes shall be based on the actual proportion.	
107	27.8	"For the avoidance of doubt, the Concessionaire hereby acknowledges and agrees that it shall not determine or collect Fee from Users who do not use any part of the Project Highway which is situated between the two Toll Plazas OR only use part of the Project Highway situated on any one side of the Toll Plaza." This provision is in contradiction to standard provisions prevailing, which reads, 'For avoidance of doubt, the Concessionaire hereby acknowledges and agrees that it shall not determine or collect Fee from Users who do not use any part of the Project Highway which is situated between the Two Toll Plazas OR only use part of the Project Highway situated on any one side of the Toll Plaza.	The revision in the document is contradictory to the old provisions. Please Clarify.	Refer RFP documents & addendums.
108	Volume II 29.1.1 Page 77	The Authority and the Concessionaire acknowledge that the traffic as on April 1, 2020 (the "Target Date") is estimated to be 39392 PCUs per day (the "Target Traffic").	Please provide the basis for the calculation of the Target Traffic as it has a direct implication on the Concession Period modifications.	As per RFP document
109	Article 29 Effect of Variations in Traffic Growth	The Authority and the Concessionaire acknowledge that the traffic as on 1st October, 2020 (the "Target Date") is estimated to be 39338 PCUs per day....shall be deemed to be the actual traffic.	Kindly provide **the calculation** of Target Traffic.	As per RFP document
110	Article 29,	**Effect of Variations in Traffic Growth**	In order to arrive at Actual Traffic after having a continuous 7 days count during	As per RFP document

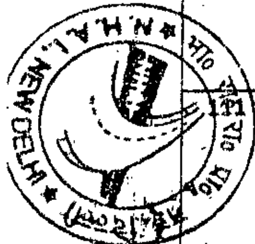


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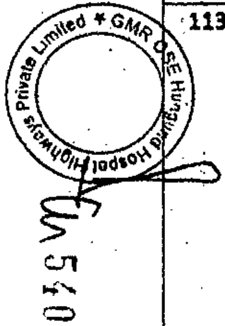


Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			anytime within 15 days prior to the dates specified in the clause 29.1.1 Kindly, clarify that in order to arrive at the Actual Traffic PCU to be compared with the Target Traffic. Along with the Actual tollable traffic, whether all the trips performed by local traffic is considered or only one trip per day based on their schedule of toll payment is considered **For e.g.-** There may be 1000 vehicles crossing the toll plaza in 24 hours, but actually say 800 are paying toll (crossing toll plaza once) and the remaining 200 vehicles (performing 2 trips each in a day) are paying toll on return basis.. In this case, whether 1000 vehicles will be considered with Target Traffic or 800 vehicles plus 100 local vehicles = 900 vehicles will be considered for comparing with the target traffic? Kindly clarify?	
111	Article 29 Effect of Variation in Traffic Growth 29.2	**Modification in the Concession Period** Subject to the provision of Clause 29.1.2, in the event Actual Traffic shall have fallen short of the Target traffic, then for every 1% shortfall as compared to the Target Traffic, the concession period shall, subject to payment of concession fee....	In case only one section / certain portion of the project road exceeds target traffic, then kindly clarify how the concession period will be modified. In this regard, we request you to provide section wise target traffic. Homogenous sections shall be based on no. of toll plazas proposed on the Project	As per RFP document. Target traffic shall be worked out based on weighted average of tollable traffic at toll plazas located on 4-laned sections at design km. 226.200 and km. 280.470.

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Sl. No.	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			Highway. **Also Actual Traffic to be compared with target Traffic should be based on the weighted average of the length and Actual Traffic for the two Toll plaza locations.**	
112	Article 29 Effect of Variation in Traffic Growth 29.2.3	**Modification in the Concession Period** ……,if the average daily traffic of PCU in any Accounting year shall exceed the designed capacity of the Project Highway and shall continue to exceed the designed capacity for 3 (three) accounting years following thereafter, an Indirect Political Event shall be deemed to have occurred and the Authority may in its discretion terminate this Agreement….	Kindly clarify what if actual traffic exceeds design capacity in one of the sections only then how the remaining sections would be treated?	As above. The design capacity shall be calculated based on weighted average of tollable traffic of two toll plazas located at design km. 226.200 and km. 280.470 on four laned stretch.
113	29.2.3	Notwithstanding anything to the contrary contained in this Agreement, if the average daily traffic of PCUs in any Accounting Year shall exceed the designed capacity of the Project Highway and shall continue to exceed the designed capacity for 3 (three) Accounting Years following thereafter, an Indirect Political Event shall be deemed to have occurred and the Authority may in its discretion terminate this Agreement by issuing a Termination Notice and making a Termination Payment under and in accordance with the provisions of Clause 34.9.2; provided that before issuing the Termination Notice, the Authority shall inform the Concessionaire of its intention to issue such Termination Notice and grant a period of 180 (one hundred and eighty) days for making a representation and may after the expiry of such period, whether or not it has received such representation, in its sole discretion issue the Termination Notice. For the avoidance of doubt, the Parties agree that an average daily traffic of	1. Please specify what would the method for calculation of average daily traffic for Project as it includes both four and six lane sections. 2. Please clarify if the contract would be terminated if the designed capacity is reached on either the four lane / six lane sections or should the design capacity be reached on both section?	As per RFP document



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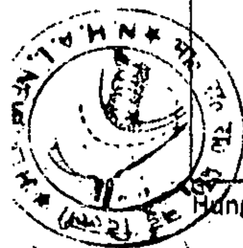


ENCLOSURE 1

Sl. No.	Reference Clause No.	Description of Query	Desired Modification/Remarks	Replies
		60,000 PCUs shall be deemed to be the designed capacity of the Four-Lane Project Highway.		
114	33.4	In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.	We suggest a similar right for setting off be given to the Concessionaire as well.	As per RFP document.
115	Article 40 Assignment and Charges (40.2 (b) Permitted assignment and charges)	Mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project Highway.	In order to part finance the debt component of the total project cost, the Concessionaire may avail debt from any financial institutions, banks, multilateral lending agencies (which debt shall be subordinate in nature to the debt availed from the Senior Lenders) and accordingly will have to create a mortgage/pledge/hypothecation of goods/assets other than Project Assets as security for indebtedness to the such subordinate lender(s). **Thus we request the clause to be modified as follows:-** Mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or **any financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assigns who have agreed to guarantee or provide finance to the Concessionaire as and by way of subordinate debt to meet the part of the total project cost and/or**	As per RFP document

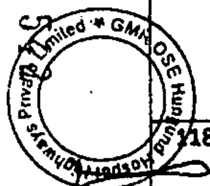


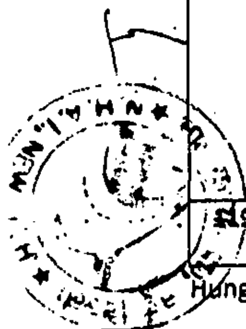
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Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			for working capital arrangements for the Project Highway.	
116	42.1.1	......defect or deficiency in the provision of services by the Concessionaire to any User or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever,.............	The Concessionaire cannot provide a general indemnity for whatever reason. The indemnity can be provided only for non performance, negligence or tort but not in case Concessionaire is not in default. We suggest this Clause be modified accordingly.	As per the RFP document.
117	cl. 31 – Escrow Account	The Concession Agreement lays down the order of withdrawals that may be made by the Concessionaire and provides that the Concessionaire may not modify the order of payment except with the approval of the Authority. [Clause 31.3]. While opening of an Escrow Account is typical of financial documents, the Lenders may not prefer a standard form and lack of any requirement of consent on their part to the flow of funds and withdrawal. The Lenders may not agree to a rigid requirement of the Authority's approval for any variation in the order of withdrawal.	The requirement of an Escrow Account and the format should merely be indicative and should be subject to agreement with the Lenders.	As per RFP document
118	cl. 36 – Suspension of Concessionaire's Rights	The suspension may be revoked if the Concessionaire cures the Concessionaire Default within 90 days of the suspension. [Clause 36.3]. -- Under Clause 36.1, the Authority is entitled to suspend all the rights of the Concessionaire including the right to collect the Fees and revenues. If the Authority suspends the right of the Concessionaire to enter upon the Site and complete Construction or to provide any of the O&M Services, then it will not be possible for the Concessionaire to cure the Concessionaire Default, which may lead to termination of the Concession Agreement if the Authority is unable to cure the breach itself.	The suspension of the Concessionaire's rights needs to be qualified to that extent. There should be an express provision enabling the Concessionaire to gain access to the Site or the Project Highway and to perform such activities as may be necessary for the Concessionaire to cure the Concessionaire Default which results in such suspension.	As per RFP document
119	cl. 39– Defects Liability after	The Concessionaire is responsible for all defects and deficiencies in the Project Highway for a	The Concession Agreement should be amended to provide for a period of at least	As per the RFP document.





Sl No.	Reference Clause No.	Description of Query	Desired Modification/Remarks	Replies
	termination	period of 120 days after termination and is required to repair the defects and deficiencies within 15 days from the date of notice issued by the Authority. [Clause 39.1]. The period of cure available to the Concessionaire is only 15 days. -- This is a very short period and the result of being unable to cure the defect would result in a third party being required to cure such defect and compensation being claimed from the Concessionaire for the same. A sum equivalent to 5% of the total realisable fee for the year immediately preceding the Transfer Date should be retained in an Escrow Account for meeting the liabilities in the defects liability period. This amount is to be retained for a period of 120 days after termination and in the event that the Independent Engineer carries out an inspection between 180 days and 210 days prior to the termination and recommends that a higher amount is to be retained, then such recommended amount is to be retained in the Escrow Account for the period specified by it. [Clause 39.2]-- There is no cap on the extra amount that the Independent Engineer may recommend should be maintained in the Escrow Account. This clause also does not provide for the grounds on which the Independent Engineer may recommend the retention of an excess amount.	30 days to cure any defects and deficiencies. The Concession Agreement should be amended to limit the excessive amount that may be recommended to be retained in the Escrow Account and also provide that the Independent Engineer may only recommend such retention on grounds relating to the Safety Requirements mentioned in the Schedule L or such other definite standard. Also, the period for which such excess amount is to be retained shall be as specified by the Independent Engineer. This has a serious implication of extending the defects liability period indefinitely. The period for retention of any excess amounts in the Escrow Account as recommended by the Independent Engineer should not exceed the period of 120 days from termination.	
120	cl. 40 – Assignment and Charges read with Schedule V – Substitution Agreement	The form of the Substitution Agreement "to be entered into" between the Concessionaire, the Lender's Representative and the Authority is annexed. [Clause 40.3.1]	Further, clause 40.3.2 should be amended to specifically state that upon substitution, the Authority shall not hold the Concessionaire responsible for any actions or omissions of the Nominated Company.	As per RFP document
121	cl. 43 – Rights an Title over the Site		The obligation of the Authority should extend to taking actions and defending any actions taken by any persons in respect of	As per RFP document.

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Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			the Site, in the event of any trespass or claim relating to title. This is relevant since the Concessionaire is only a licensee as per the Concession Agreement and does not have any title to the Site.	
122	43.3	All property taxes on the Site shall be payable by the Authority as owner of the Site. Provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Site shall not be reimbursed or payable by the Authority.	We request the Authority to clarify what will have to be paid by the Concessionaire?	Please refer to the definition of Taxes.
123	cl. 44 – Dispute Resolution	The Award is stipulated to be final and binding on the Parties as from the date that they are made. [Clause 44.3.3]	It may be noted that Section 34 of the Arbitration Act provides for grounds of challenge of the award, including the ground that the award is "contrary to public policy". "Public policy" has been given a wide meaning with respect to domestic awards. Therefore, Clause 44.3.3 will be subject to any challenge of the award under Section 34 of the Arbitration Act.	As per RFP document
124	47.3	The Concessionaire acknowledges that it has received from the Authority a certified true copy of the agreement executed between MOSRTH and the State Government for providing the support and services specified therein (the "State Support Agreement"), and the Parties hereto agree to make their best endeavours to procure the support of the State Government.	Please provide us with a copy of State Support Agreement for our perusal.	The state support agreement will be provided to the successful bidder/ concessionaire only.
125	Definition	Change in Law means the occurrence of any of the following after the date of Bid: (e) any change in the rates of any of the Taxes that have a direct effect on the Project;	Any change in rate of Taxes will always have an impact on the Concessionaire and not the Project. Therefore, we request you to replace the word 'Project' with '**Concessionaire**'.	As per RFP document.
126	Definition	**Encumbrances**	We suggest the following modification: Encumbrances means in relation to the	As per RFP document

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ENCLOSURE 1

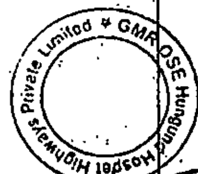
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Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			Project Highway including but not limited to physical utilities and trees, mortgage, charge…………………in Clause 11.1.	
127	Definition	**Equity**	We suggest the following modification: Equity means the sum expressed in Indian Rupees representing ……………… include **preference** shares, convertible instruments or other similar…but does not include Equity Support;	As per RFP document
128	Definition	"Financial Close" means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements	Kindly make the following changes: "Financial Close means the fulfilment of all conditions precedent or waiver **thereof to the initial availability of funds under the Financing Agreements**"	As per RFP document
129	Definition	"Taxes" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project Highway charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;	Kindly include **tax on corporate income** under the definition of taxes.	As per RFP document
130	Cl 3 (4) of Sch – R Pagr R4 Definition of Car in CA and in Schedule R	Cl 3 (4) of Sch – R No fee shall be levied for the use of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, by two wheelers, three wheelers, tractors and animal drawn vehicles" Defn of Car in DCA, ""Car" means and includes any light motor vehicle, car, jeep, van, omnibus, or three-wheeled motor vehicle with a Gross Vehicle		As per RFP document.

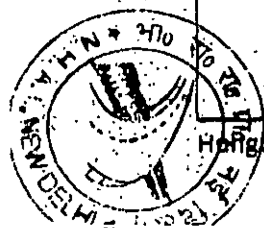
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Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		Weight not exceeding 7,500 (seven thousand five hundred) kilograms or a registered carrying capacity not exceeding 12 (twelve) excluding the driver, but does not include a Motor Cycle, Tractor or road roller" Defn of Car in Sch R "car" or "jeep" or "van" or "light motor vehicle" means any mechanical vehicle the gross vehicle weight of which does not exceed seven thousand five hundred kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988 does not exceed twelve excluding the driver.		
131	Cl 3 (4) of Sch – R Pagr R4 Definition of Light Commercial Vehicle in CA and in Schedule R	Cl 3 (4) of Sch – R No fee shall be levied for the use of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, by two wheelers, three wheelers, tractors and animal drawn vehicles" Defn in DCA, ""Light Commercial Vehicle" or "LCV" means any passenger vehicle, minibus, light goods vehicle or goods carrier with a Gross Vehicle Weight exceeding 7,500 (seven thousand five hundred) kilograms but less than 12,000 (twelve thousand) kilograms or a registered passenger carrying capacity exceeding 12 (twelve) but less than 32 (thirty two) excluding the driver, and includes a Tractor with Trailer;" Defn in Sch R, "(b) "light commercial vehicle" or "light goods vehicle" or "mini bus" means any mechanical vehicle with a gross vehicle weight exceeding seven thousand five hundred kilograms but less than twelve thousand kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds twelve but does not exceed thirty two excluding		As per RFP document.



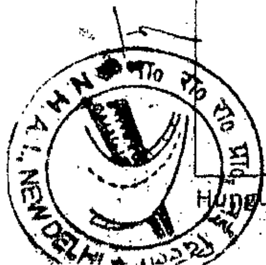
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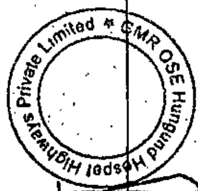
SL No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		the driver;"		
132	Project Facilities, 2(a) Toll Plaza Schedule R, Fee Notification	For NH-63 Traffic the location of toll plaza is 287.718 3)Location – At km 288.125 of NH-13 in the state of Karnataka	Kindly clarify which location has to be considered for the project?	Refer revised Schedule R enclosed. Refer addendum.
133	Instructions to Bidders pg no 1 Schedule R Fee Notification	Total Length of Project – 97.894 km Total length of section for which fee is to be collected – 111.809	There seems to be some ambiguity in this as if the total length of project is 97.894 km how is toll to be charged for length of 111.809 km. Kindly clarify and Explain?	Design length of the project road is revised to 99.06km. Refer revised Schedule R enclosed. Refer Addendum.
134	Schedule R		Please provide us with a copy of fee notification. As in the modified documents there is no fee notification given.	National Highway Fee (Determination of Rates and Collection) Rules 2008 is available on MORTH website (www.morth.nic.in)
135	Schedule R Definitions	elevated highway" means any section of national highway raised above ground level through support of peirs or columns;	'Elevated Highway' has been defined but it does not appear in any of the Rules in the Notification. The rates specified in Rule 4(4), do not mention about the rates to be charged in case of elevated highway Though this term "elevated highway" has been defined, but it nowhere appears in this Fee Notification. It is pertinent to note that rule 4(4), which specifies the rates for a permanent bridge, bypass or tunnel, is therefore not applicable to an "elevated highway. Kindly clarify the applicability of the rates under rule 4(4) to elevated highways.	As per RFP document.



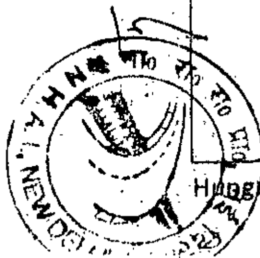


ENCLOSURE 1

Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
136	Schedule R 4(4)	4(4) The rate of fee for use of permanent bridge, bypass or tunnel constructed with the cost exceeding rupees ten crore, shall, for the base year 2007-08, be as follows...	The table under this rule specifies the base rates for the use of permanent bridge, bypass or tunnel constructed with the cost exceeding rupees 10 crore for the base year 2007-2008. Whether such rates apply only for the bridge, bypass or tunnel which forms a part of the section of the National Highway or does it also apply to individual structures. Kindly clarify the applicability of base rates under rule 4(4) to individual structures in addition to ones forming part of the section of the National Highway.	As per RFP document
137	Annual Revision of Rate of Fee.		The rule provides for annual revision of rate of fee w.e.f 1st April, 2008. The rule also provides a formula for determining the applicable rate of fee, and the toll rates will have to be computed by the Concessionaire in accordance with Rule 5. Kindly provide us with the final toll charges to be collected by the Concessionaire from the Users for each category of vehicles as on this date assuming it to be the date of operationalization of the Project Highway	The rules are self explanatory.
138	Annual Revision of rate of fee	The applicable base rates shall be revised annually with effect from April 1 each year to reflect the increase in wholesale price index between the week ending on January 6, 2007 (i.e. 208.7) and the week ending on or immediately after January 1 of the year in which such revision is undertaken but such revision shall be restricted to forty per cent of the increase in wholesale price index.	This rule mentions that the annual revision in base rates shall be restricted to 40% of the increase in the WPI. The possibility of negative inflation (decrease in WPI), wherein the WPI for the subsequent year is much less than the WPI for the base year 2007-08, has not been addressed. There can be three possibilities –	As per RFP Document.



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ENCLOSURE 1

Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
			1. The change in WPI can be treated as zero. 2. The decrease can be taken as whole i.e. the actual decrease. 3. The decrease can be also restricted to 40% of the decrease in WPI. Kindly provide clarification as to which interpretation is to be considered.	
139	Annual Revision of rate of fee		For a fair assessment, the calculations of WPI revisions must be based on a "monthly" calculation / movements of WPI and not "annual" calculation / movements. Please provide clarity on the same.	As per RFP document.
140	Schedule R- Fee Notification Article 5, sub clause (3)	Annual revision of rate of fee.-(1) The formula for determining the applicable rate of fee shall be as follows:- Applicable rate of fee = base rate + base rate X $\frac{\text{WPI A} - \text{WPI B}}{\text{WPI B}}$ X 0.4 Explanation.- for the purposes of this sub-rule ,- (a) applicable rate of fee shall be the rate payable by the user; (b) base rate shall be the rate specified in rule 4 read with sub- rule (1); (c) WPI A means the wholesale price index of the week ending on or subsequent to 1st January immediately preceding the date of revision under these rules; and (d) WPI B means the wholesale price index of the week ending on 6th January, 2007 i.e. 208.7. Illustration: If the revision is to be made for the year	Annual revision of rate of fee has been explained by the way of illustration for first year only. We request you, Kindly provide by the way of an illustration the working for annual revision of rate of fee for a period of consecutive three years	The RFP document is self explanatory.

ENCLOSURE 1

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Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
		2008-09 by applying the wholesale price index of the week ending on 5th January 2008 (i.e. 216.6), then the rate for car, jeep or van will be 0.6796 as computed below: Applicable rate of fee: $0.6695 + \left\{0.6695 \times \frac{216.6-208.7}{208.7} \times 0.4\right\} = 0.6796$		
141	Schedule R- Fee Notification Article 5, sub clause (2)	"Applicable Base Rate"	Kindly define Applicable Base Rate..	Fee rules are self explanatory.
142	Clause 4 , sub clause (4)	The rate of fee for use of permanent bridge, bypass or tunnel constructed with the cost exceeding rupees ten crore, shall, for the base year 2007-08, be as follows:- .... Provided further that where the cost of such permanent bridge, bypass or tunnel, as the case may be, is less than rupees fifty crore, and the said permanent bridge, bypass or tunnel, form part of the section of national highway, then instead of above rate of fee, the rate of fee specified under sub-rule (2) of Rule 4 shall be applicable for such permanent bridge, bypass or tunnel.	Kindly provide by the way of illustration the rate of fee applicable for Interchange at 29.475 of 5.56 km length (Cost as provided Rs 72.71 Crores) for any one category of vehicle.	The RFP document is self explanatory. National Highway Fee (Determination of Rates and Collection) Rules 2008.

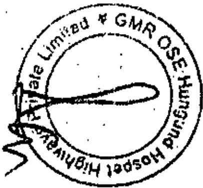


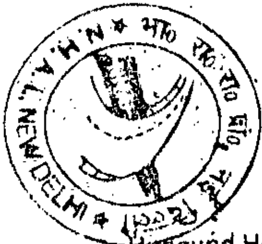


ENCLOSURE 1

Sl. No	Reference Clause No	Description of Query	Desired Modification/Remarks	Replies
143	Schedule R: Fee Notification	Base Rate Explanation.- for the purposes of this sub-rule ,- (a) applicable rate of fee shall be the rate payable by the user; (b) base rate shall be the rate specified in rule 4 read with sub- rule (1)	Kindly modify it as follows Explanation.- for the purposes of this sub-rule ,- (a) applicable rate of fee shall be the rate payable by the user; (b) base rate shall be the rate specified in rule 4 read with sub- rule (1) of Rule 5 Annual Revision of Rate of fee;	No change.

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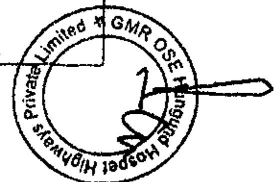


ENCLOSURE 2

ADDENDUM TO PRE BID QUERIES FOR DESIGN, ENGINEERING, CONSTRUCTION, DEVELOPMENT, FINANCE, OPERATION AND MAINTENANCE OF HUNGUND HOSPET SECTION OF NH-13 FROM KM 202.000 TO KM 299.000 IN THE STATE OF KARNATAKA UNDER NHDP PHASE III ON BOT BASIS

1	2.11.4	"Bid for the Four Laning of Ahemedabad to Godhra section of NH59 from Km 4.200 to Km 122.420 in the State of Karnataka through public-private partnership (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis Project"	"Bid for the Four Laning of Hungund Hospet Section of NH-13 from Km 202.000 to Km 299.000 in the State of Karnataka through Public- Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (DBFOT) basis Project"
2	27.B	For the avoidance of doubt, the Concessionaire hereby acknowledges and agrees that it shall not determine or collect Fee from Users who OR only use part of the Project Highway situated on any one side of the Toll Plaza.	For the avoidance of doubt, the Concessionaire hereby acknowledges and agrees that it shall not determine or collect Fee from Users who only use part of the Project Highway which is situated between the two Toll Plazas OR *only use part of the Project Highway situated on any one side of the Toll Plaza.*
3	Definitions Bid Security	Definitions Bid Security in DCA: "Bid Security" means the security provided by the Concessionaire to the Authority along with the Bid in a sum of Rs. 14.96 crore (Rupees Fourteen crore Ninety Six Lakhs), in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;	Definitions Bid Security in DCA: "Bid Security" means the security provided by the Concessionaire to the Authority along with the Bid in a sum of Rs.18.92 Crore (Rupees Eighteen Crore Ninety Two Lakhs), in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;
4			The bid due date has been extended to 16.11.2009.
5.	Schedule-B	Appendix-B1	Plan, Profile, Cross sections, Chainagewise widening options are enclosed in CD in Revised Appendix BI .





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ENCLOSURE 2

6	Schedule-B	Appendix-BXVII	Revised Appendix-BXVII
7	Schedule-B	Appendix-BXX	Revised Appendix-BXX
8	Schedule-R	Schedule-R	Revised Schedule-R



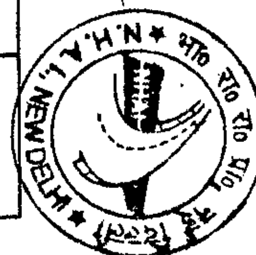


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Pre – Bid Queries & Replies of Four/Six Laning of Hungund - Hospet Section of NH-13 from existing km 202.000 to km 299.000 in the State of Karnataka under NHDP Phase III on DBFOT Toll Basis.

Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Reply / Clarification
144	Land acquisition	Kindly clarify the status of land acquisition for this project. Has NHAI started the process of land acquisition for this project	Kindly clarify	Land Acquisition is ongoing
145	Compensatory Afforestation	Will NHAI bear the cost of Compensatory afforestation?	Kindly clarify	As per RFP document
146	Engineering data	Kindly provide the fly level survey data for the project road	Kindly provide	As per RFP document. Concessionaire shall carry out required surveys.
147	Engineering data	Kindly provide all the engineering survey data available for the project road	Kindly provide	As per RFP document. Concessionaire shall carry out all surveys & investigations.
148	Condition survey details of existing structures	Kindly provide the Condition survey details of existing structures	Kindly provide	Concessionaire shall carry out inventory of all existing structures.
SCH. B				
149	General	Schemes where the existing alignment is followed is not available (i.e., LHS Widening, RHS Widening & Concentric Widening)	Kindly provide the same	Table of indicative Chainage wise widening schedule with typical cross sections enclosed Revised Appendix
150	cl. 3 & Annex II	Six laning provisions have been deleted, however, in table B-1 of Annex I, paved width is given for 6-lane other than built-up sections also, and Appendix BIII provides details of 6-lane divided carriageway other than sections in built-up areas, i.e, 12.749 kms from km 283.940 to 296.689, which is contradictory	Kindly clarify	As per RFP document
151	Clause 4.1 & Appendix BI	Clause 4.1 of Schedule B & Appendix BI of Schedule B mentions that the alignment plan and longitudinal section are enclosed in digital form in CD	Kindly provide the soft copy / CD of the alignment plan and longitudinal section	Refer Revised Appendix B I enclosed in CD
152	Appendix BXIX	The appendix BXIX of schedule B mentions the provision of "A typical layout of rest area is enclosed in soft form"	Kindly provide the soft copy / CD of the typical layout of the rest area	Refer CD enclosed in revised Appendix B I.
153	cl. 4.12- note iv	It is mentioned that during construction, the existing level crossings shall be widened to 12 meters or two separate level crossings of 7 meters each shall be provided. Pl. confirm the rationale behind this provision. There is mention of P&E charges which is outside the purview of the Concessionaire. Pl. elaborate on what are these charges for our understanding.	Pl. clarify Also, pl. confirm whether all expenditure related to construction of ROB- including P&E charges to be borne by Concessionaire, have been included as a part of the estimate provided.	As per RFP document
154	cl. 4.13	It is provisioned in RFP to provide Entry/ Exist Ramps as per manual. Pl. confirm that the land will be made available as per suggestive layouts for the Entry & Exit ramps	Kindly provide the list of entry / exit ramps including locations, to be provided on the project highway. It is not clear as to which layout to be followed between 2.1A, 2.1B, 2.1C and 2.1D at at-grade intersections. Kindly specify the type of layout also in the schedule B.	As per RFP document





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Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Reply / Clarification
155	cl. 4.17	Overhead traffic signs shall be provided as per provisions in applicable codes./ standards/ manual, and by providing the locations, it is curtailing the design freedom in the DBFO concept	Kindly delete the Appendix BXVIII	Refer Addendum revised Appendix BXX
156	Appendix BXIII- CUP/PUP	The PUP length has been mentioned as 23 where as the cross section provided in Four Laning Manual shows a length of 26 m this need to be clarified	Kindly clarify	As per RFP document
157	Appendix BXIV - Major bridges	A footnote is given, saying that given span arrangement is tentative and shall be finalized in consultation with Irrigation Authority and IC. Firstly, there is no reference to footnote in the table heads. Secondly, the total span shall be the same, and any major impact due to the change during finalization of span arrangement needs to be a change in scope, as the Concessionaire cannot be expected to bear the additional cost and the impact on time needs also to be compensated in a suitable manner. Structure type has been proposed in table which curtails the design freedom to the bidder/ concessionaire in DBFO concept.	Pl. confirm that the total span is fixed as per RFP but only the arrangement varies as per site conditions. The proposed structure type shall also be tentative and may be please mentioned accordingly	As per RFP document.
158	Appendix BXV- Minor bridges	A footnote is given, saying that given span arrangement is tentative and shall be finalized in consultation with Irrigation Authority and IC. Firstly, there is no reference to footnote in the table heads. Secondly, the total span shall be the same, and any major impact due to the change during finalization of span arrangement needs to be a change in scope, as the Concessionaire cannot be expected to bear the additional cost and the impact on time needs also to be compensated in a suitable manner. Structure type has been proposed in table which curtails the design freedom to the bidder/ concessionaire in DBFO concept.	Please confirm that the total span is fixed as per RFP but only the arrangement varies as per site conditions. The proposed structure type shall also be tentative and may be please mentioned accordingly	As per RFP document
159	Appendix BXIX	It is mentioned that a typical layout plan of rest area is enclosed in soft copy. Please provide the same.	Please provide	Refer CD enclosed in revised Appendix BI
160	Appendix BXXII	Twin tunnel tubes- it is mentioned that any change in length of tunnel shall not be treated as change in scope of work. Bidder can only quantify and price for scope of work described in RFP; minor changes in location may be accommodated due to requirements of actual site conditions, however, the scope of work cannot be kept open ended .	Kindly delete this provision to enable a uniform parameter for the various bidders	As per RFPdocument
SCHEDULE C				
161	Schedule C- General	There has been mention in various places in the RFP that the number/location of various Project facilities may be finalized by IE as per site requirement. The locations may be finalized as per site requirement, but the number of units shall be as per the RFP only.	Kindly make requisite changes in the RFP to reflect that the numbers of Project Facilities shall be fixed as per RFP, but final locations may be changed slightly as per Site requirements.	As per RFP document
SCHEDULE D				



Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Reply / Clarification
162	Cl.2.	Six laning provisions has been deleted, however 6 laning is to be done for 12.749 kms from km 283.940 to 296.689, other than built-up sections, which is contradictory	Kindly clarify	As per RFP document
163	Schedule B	Typical Cross section are missing in the revised Schedule B.	Please issue the CD with revised alignment plan, longitudinal sections and the typical cross sections.	Plan, Profile, Typical Cross sections, Chainagewise widening schedule and layout plan of Rest area are enclosed in revised Appendix BI in CD.
164	Clause 1.1 Annex-I, Schedule B Page B-2	Width of Carriageway	The paved width for 6 lane is 25.50m. Please clarify. If so, please also give the breakup of 25.50m	Main Carriageway width excluding median at built up stretches shall be 25.5 m. Main Carriageway width excluding median for 6-lane road stretch shall be 24.5 m.
165	Clause 4.16 Page B-3	RoB / RuB	Is it the responsibility of concessionaire to obtain clearances on GAD of ROB drawings? Please clarify the status of GAD drawings.	As per RFP document
166	Clause 4.18 Annex-I, Schedule B Page B-4	Entry/exit ramps	The number of Entry Exit ramps should be specific, or at least the maximum number should be given. Who will decide the number of entry exit ramps?	As per RFP document
167	Clause 4.19 Annex-I, Schedule B Page B-4	Utilities	Please clarify the status of utility shifting. Who will bear the cost of utility shifting or protection work if necessary?	As per RFP document
168	Appendix BX Page B-14-18	Major Intersections/Minor Junctions	Will the accesses to the existing NH13, other than those are mentioned in Appendix BX are proposed to be closed? If not please clarify the scope against these accesses.	As per RFP document
169	Schedules -General		Cross section at any bridge/Grade separator/ROB locations has not been provided	Refer Revised Appendix BI in CD
170	Appendix-BXVI A and Appendix-BXVII A Page-B24 to B25 and B30-B37		In case of new 3 lane major/minor bridges with proposed deck width of 15.5m, it may be confirmed whether there is provision of footpath on these bridges or not.	Refer IRC Manual enclosed.
171	Appendix-BXVI B		All major bridges have been proposed for strengthening, for which as built drawing will be required. Availability of these drawings at least at the time of construction may be assured.	Concessionaire to obtain drawings from NH divisions at Bijapur and Chitradurga
172	Appendix-BXVI		For Major bridge at chainage 297+250 Span arrangement given in RFP is (14+25.5+24)m, but as per our inventory span arrangement of existing bridge is 3 x 25.4 m. The difference brought out for clarification	Proposed span arrangement shall be 3 x 25.4 m.





Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Reply / Clarification
173	Appendix-BXVII		For Minor bridge at chainage 296+400 Span arrangement proposed in RFP is 1x15m, but as per our inventory the existing span arrangement is 2 x 9.4m. The difference brought out for clarification	As per RFP document
174	General		Skew angle has not been mentioned for any structure in Schedule-B.	As per RFP document
175	Appendix BXVIII, Page – B-44 to B-48		Proposed total width of culverts mentioned in the list varies from 7.5m to 77.5m. However as per proposed cross section minimum width of culverts should be 25m. The ambiguity may be clarified.	As per RFP document
176	Appendix BXVIII, Page – B-49		Proposed total width of 13 new box culverts mentioned in the list varies from 12.5m to 39.75m. However as per proposed cross section minimum width of culverts should be 25m. The ambiguity may be clarified.	As per RFP document
177	Clause 1.1 Annex-I, Schedule B Page B-2	Width of Service Road	The paved width for Service Road is 7m but in typical cross section drawings, service road are shown with 8m paved width. Please clarify and	As per RFP document.
178	General	Pavement Composition	In typical Cross-section drawings, the overlay thickness and pavement composition has been specified. Can the design of pavement be carried out by the Concessionaire as it is a DBFOT project? Please clarify.	Refer new cross sections enclosed in Appendix BI in CD.
179	General	Cross-Section Schedules	Cross section schedules have not been provided. Please provide the details of cross-section schedules	Indicative widening schedule is enclosed in Appendix BI in CD
180	Appendix BXIII Schedule B Page B-20	Interchange Layout	Details of Loop-3 is not clear in the drawing for Interchange at Km 297.750. Please provide revised	Interchange drawing @ Km. 297.750 is enclosed in Appendix BI
181	Appendix BXIV Schedule B Page B-21	Proposed Flyovers	No flyovers/ Underpasses have been provided at the two built up sections along the project road at Ilkal &	As per RFP document
182	Appendix BI Schedule B Page B-5	Alignment Plan & Longitudinal Section	Please provide us the revised plan and section drawings as per the revised schedules.	Indicative Plan and profile drawings are enclosed in RevisedAppendix BI in CD.
183	Appendix BXVI Schedule B Page B-24	Change in Span arrangement may not be treated as change in scope	But if the total length changes than it should be considered as change in scope. Please clarify	As per RFP document
184	Clause 4.16 (v) Schedule B Page B-3	During construction, the existing level crossings shall be widened to 12 m or two separate level crossings of 7 m	Since the existing level crossing is of 7 m, during construction, the same needs to be provided for the traffic.	As per RFP document
185	Appendix BXXII Schedule B Page B-53	Any change in length of tunnel shall not be considered in change of scope.	As the cost of tunnel have a huge impact on the construction cost, any increase in the cost will have major impact on the toll revenue. It is suggested that	As per RFP document
186	Schedule C Page C-5	Telecom system	Please clarify what would the nature of "Telecom Posts" specified under the clause?	Communication system shall be provided between Toll Plaza Control
187	Schedule C Page C – 5	HTMS	Please clarify that HTMS / ATMS need not be provided for the project?	As per RFP document.





Sl No	Reference Clause No	Description of Query	Desired Modification/Remarks	Reply / Clarification
188	Schedule B Annexure – I (1.1)	(2) Built up sections: 6 lane carriageway width 25.50 m	Please let us know 6 lanning carriageway has to be provided at what all chainages	As per RFP document
	Schedule B Annexure – I (4.2)	Built up sections Appendix B - II	As Schedule B Annexure – I (1.1) shows it to be provided at built up areas of the project stretch and 4.2 in Appendix II which pertains to Built up sections and 4.3 in Appendix II which pertains to 6 lane divided carriageway gives different chainages for providing 6 lanning.	As per RFP document
	Schedule B Annexure – I (4.3)	6- lane divided carriageway	Kindly also let us know whether the project is 4 lanning or 6 lanning as in clause 1.1. paved width of both 4 lane and 6 lane is given?	As per RFP document
189	Schedule B Annexure – I (1.1)	Allignment plan and Logitudinal section	As it is mentioned here that alignment plan and vertical profile of project highway is given in Appendix BI in soft copy.	Refer revised Appendix BI enclosed in CD.
			We request you to provide the same to us as we have not received any soft copy as mentioned above with the modified documents.	
190	Schedule D Annexure – I (1)	Manual & Specifications	Please provide us with a copy of Manual & Specification. As we have not received any copy of Manual & Specification with the revised modified documents.	IRC Manual of Specifications and Standards enclosed.
191	Schedule P, Selection of Independent Engineer, 2. Fee and expenses	Fees and expenses of IC during O&M stage	Please provide us with a cap of IC fees during O&M phase with their duration of their appointment.	As per RFP document
192	Project Facilities, 2(e) Toll Plaza	For NH-63 Traffic the location of toll plaza is 287.718	Kindly clarify which location has to be considered for the project?	As per RFP and refer revised Schedule R.
	Schedule R, Fee Notification	3)Location – At km 288.125 of NH-13 in the state of Karnataka		
193	Appendix – BXXII	The length of twin tunnel at chainage 298/000 is 145 m at LHS & 154 m at RHS and it is also mentioned that any change in the length of tunnel shall not be specified as change in scope of work.	It is difficult to assess the actual length of tunnel at tendering stage. We request to restrict the maximum length as 200 m and any variation in length beyond 200m shall be considered as " Change of Scope"	As per RFP document
194	Appendix- BXVI	Construction of new Major bridges across Tungbhadra High level Canal.	This canal is used to cater the water for Andhra Pradesh and is continuously running full at FSL	Concessionaire shall get information regarding closure of canal.
			Please let us know the schedule for closure of canal to carry out the construction activities	
195	Drawing no. SCPL/C-710/Rh/Cs-01	Drawing no. SCPL/C-716/Rh/Cs-01 shows the schedule of overlay sections for total length of existing road.	The treatment on existing road specify is "overlaying of DBM and BC".	Refer revised cross sections enclosed in Appendix BI.
			The work also needs scarification and granular work.. Whether this additional work will be covered under "change in scope"	
196	Appendix – BXXII	Separate 3-lane carriageway tunnel for each direction traffic shall be provided along with 25m length RCC portals at entry and exist of tunnels.	Any specific reason to go for tunneling and RUB at the end of alignment?	As per RFP document.
			We feel the existing alignment is geometrically Ok with minimum land acquisitions.	





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S No	Reference Clause No	Description of Query	Desired Modification/Remarks	Reply / Clarification
197			Please let us know the status of land acquisition. Please also specify the stretch coming under forest department	Land acquisition is on going. The stretch from existing km.298.0 to km. 299.0 is under forest department.
198	Appendix BXII C and D (Old Schedule B)	Minor Bridges on Service Roads	Details of the minor bridges and causeways on service roads provided in old schedule B is missing in revised schedule B. Please provide the same	Refer Appendix BXVII
199	Appendix BI	Alignment Plan and longitudinal Sections are enclosed in digital form in CD marked as Appendix BI	The NHAI has not issued new CD alongwith revised schedules.	Refer Appendix BI enclosed in CD
			Please also provide cross sections as per revised/changed scope of work	
200	Schedule G (Milestones-II)	Prior to the occurrence of project Milestone-II, the concessionaire shall have commenced construction of all bridges and expended not less than 35% of total capital cost set forth in financial package.	Considering the bridge work involved, we feel that the completion period of 400 days is less. It will require minimum 24 months for completion. Please modify the Project Milestones-II accordingly.	As per RFP document
General				
201		Land Acquisition & Permissions/Clearances	Kindly Let us know the status of Land Acquisitions & permission /Clearances taken for the Project.	Land acquisition Ongoing and MOEF clearance obtained.
		Start of Construction Works	Kindly clarify	
202			Can Concessionaire start work before the appointed date i.e. during the development period at his own risk and cost without NHAI being liable?	As per RFP document
203	Extension of time for Bid Due Date		We request you to kindly extend the bid due date by one month from the date of issue of all the clarifications to the Bidders as details pertaining to cross sections, Manual of Specifications and alignment plan would be required to conduct further studies which would only be clear on receipt of the clarifications.	The bid due date has been extended to 16.11.2009.
Technical Queries				
204	Structures	Quantity estimation	GAD / Detailed structure drawings not given for Flyovers which are required for Quantity estimation.	As per RFP document
205	Details of Borrow areas, Quarries		Details of Borrow Areas Quarries owned by state govt. should be furnished.	As per RFP document.

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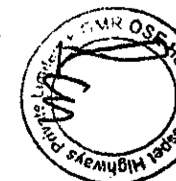


Revised Appendix BXVII

Details of new Minor Bridges and Rehabilitation/Repair /widening for Existing Minor Bridges

A. <u>Construction of New Minor Bridges</u>

Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
1.	-	-	207/100	204/312	Stream	Existing Bridge has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	3x7m	12.0m	12.0m
2.	-	-	213/850	211/014	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m
3.	-	-	214/350	211/531	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m
4.	-	216/2	215/500	212/650	Stream	Existing 2-lane bridge one direction traffic on LHS + New 2-lane bridge for other direction traffic on RHS	RCC Slab	1x6.5m	Existing bridge	12.0m
5.	-	-	216/600	213/807	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m



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Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
6.	-	218/1	217/300	214/500	Stream	Existing 2-lane bridge for one direction traffic on LHS + New 2-lane bridge for other direction traffic on RHS	RCC Girder + RCC Slab	1x12.5m	Existing bridge	12.0m
7.	-	221/1	220/125	217/300	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	5x6.7m	12.0m	Existing bridge
8.	-	221/2	220/550	217/725	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	4x5.8m	12.0m	Existing bridge
9.	-	222/1	221/350	218/510	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	4x5.8m	12.0m	Existing bridge
10.	-	224/3	223/800	221/010	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	4x6.5m	12.0m	Existing bridge
11.	-	226/1	225/900	223/330	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	8x6.3m	12.0m	Existing bridge



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Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
12.	-	231/1	230/800	227/940	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	7x6.6m	12.0m	Existing bridge
13.	-	-	233/950	231/087	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	3x6m	12.0m	12.0m
14.	-	240/1	239/400	236/550	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	3x8.9m	12.0m	Existing bridge
15.	-	242/1	241/200	238/255	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	1x8.4m	12.0m	Existing bridge
16.	-	242/2	241/700	238/825	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	1x8.5m	12.0m	Existing bridge
17.	-	246/1	245/800	242/850	Stream	Existing 2-lane bridge for one direction traffic on LHS + New 2-lane bridge for other direction traffic on RHS	RCC Slab	3x7m	Existing bridge	12.0m

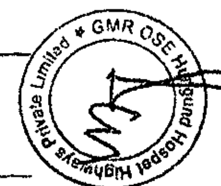


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Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
18.	-	247/1	246/680	243/770	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	3x9.8m	12.0m	Existing bridge
19.	-	250/1	249/220	246/300	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	3x6.75m	12.0m	Existing bridge
20.	-	253/1	252/900	249/940	Stream	Existing 2-lane bridge for one direction traffic on LHS + New 2-lane bridge for other direction traffic on RHS	RCC Slab	2x6.7m	Existing bridge	12.0m
21.	-	255/1	254/150	251/205	Stream	Existing 2-lane bridge for one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS	RCC Slab	3x7.1m	Existing bridge	12.0m
22.	-	256/1	255/400	252/473	Stream	Existing Bridge has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	2x9m	12.0m	12.0m
23.	-	258/1	257/125	254/180	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	2x6.7m	12.0m	Existing bridge

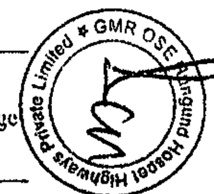


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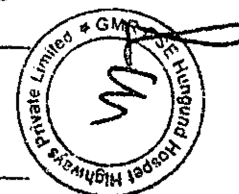


Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
24.	-	259/3	258/900	256/000	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	1x8.3m	12.0m	Existing bridge
25.	-	260/1	259/600	256/610	Stream	Existing Bridge has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	2x9m	12.0m	12.0m
26.	-	-	261/510	258/550	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m
27.	-	265/2	264/700	261/776	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m
28.	-	268/1	267/950	264/970	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	5x7m	12.0m	Existing bridge
29.	-	270/1	269/500	266/510	Stream	Existing 2-lane bridge for one direction traffic on LHS + New 2-lane bridge for other direction traffic on RHS	RCC Slab	3x9.2m	Existing bridge	12.0m





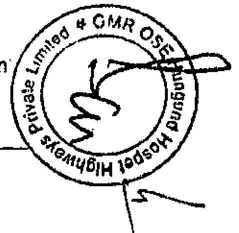
Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
30.	-	272/2	271/850	268/790	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m
31.	-	274/1	273/270	270/270	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	1x8.3m	12.0m	Existing bridge
32.	-	274/2	273/900	270/920	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	1x7.6m	12.0m	Existing bridge
33.	-	276/2	275/950	272/950	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	9x3.25m	12.0m	Existing bridge
34.	-	-	276/500	273/540	Stream	Existing pipe culvert has to be dismantled and new 4 lane bridge is proposed on new alignment	RCC Box	1x6m	12.0m	12.0m
35.	-	281/1	280/900	277/820	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	5x10.7m	12.0m	Existing bridge



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Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
36.	-	283/1	282/050	279/050	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	6x3.2m	12.0m	Existing bridge
37.	-	285/1	284/350	281/320	Stream	New 2-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS	RCC Slab	2x11.65m	12.0m	Existing bridge
38.	-	285/3	284/900	281/790	Stream	New 3-lane bridge for one direction traffic on LHS+ Existing 2-lane bridge for other direction traffic on RHS+ New 2-lane bridges for service road on both sides	PSC I Girder +RCC Slab	2x25m	15.5m+8.0m	Existing bridge+8.0m
39.	-	289/1	288/290	285/240	Canal	Existing 2-lane bridge for one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS+ New 2-lane bridges for service road on both sides	RCC Slab	3x8.3m	Existing bridge+8.0m	15.5m+8.0m
40.	-	289/2	288/415	285/370	Canal	Existing 2-lane bridge for one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS+ New 2-lane bridges for service road on both sides	RCC Slab	2x8.8m	Existing bridge+8.0m	15.5m+8.0m



Addendum to Appendix BXVII

Sl No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Design Chainage	Type of crossing	Proposed structural configuration	TYPE	Proposed span arrangement	Total width of the structure (m)	
									LHS	RHS
41.	-	294/2	293/200	290/160	Canal	Existing 2-lane bridge for one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS+ New 2-lane bridges for service road on both sides	RCC Girder + RCC Slab	1x12.4m	Existing bridge+8.0m	15.5m+8.0m
42.	-	296/2	295/950	292/900	Canal	Existing 2-lane bridge for one direction traffic on LHS + New 3-lane bridge for other direction traffic on RHS+ New 2-lane bridges for service road on both sides	PSC Girder + RCC Slab	2x25.6m	Existing bridge+8.0m	15.5m+8.0m
43.	Tungabadra Canal	297/1	296/000	293/013	Tungabadra Canal	New 3-lane bridge for both direction traffic + New 2-lane bridges for service road on both sides	PSC Girder + RCC Slab	1x20m	8.0m+15.5m	15.5m+8.0m
44.	Basava Canal	-	296/400	293/372	Tungabadra Canal	New 3-lane bridge for both direction traffic + New 2-lane bridges for service road on both sides	RCC Girder + RCC Slab	1x15m	8.0m+15.5m	15.5m+8.0m

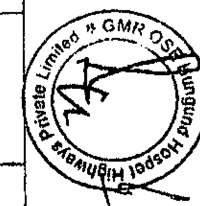
Note: - *The proposed span arrangement is tentative and the same shall be finalized in consultation with Irrigation Authority & IC. Any change in span arrangement shall not be treated as change in scope of work.

Addendum to Appendix BXVII

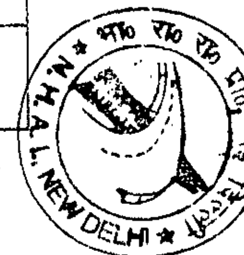


B. Rehabilitation/Repair and Widening of Existing Minor Bridges

SL NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
1	-	216/2	215/500	11.5	1x6.5m	Open	SSM	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Ptotect the Slab concrete by guniting	-
2	-	218/1	217/300	10.5	1x12.5m	Open	RCC	RCC Girder + RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Ptotect the Slab concrete by guniting	-
3	-	221/1	220/125	10.5	5x6.7m	Open	RCC	RCC Slab	1Parapet wall damaged 2.Reinf exposed in pile cap 3.Honey combing	1.Repair the parapet. 2.Strengthen the pilecap, 3.Protect the exposed reinforced by guniting	-
4	-	221/2	220/550	10.9	4x5.8m	Open	RCC	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Ptotect the Slab concrete by guniting	-
5	-	222/1	221/350	10.9	4x5.8m	Open	RCC	RCC Slab	1.Parapet walll damaged 2.Reinf exposed in pile cap 3.Honey combing	1.Repair the parapet. 2.Strengthen the pilecap, 3.Protect the exposed reinforced by guniting	-
6	-	224/3	223/800	11.3	4x6.5m	Open	RCC	RCC Slab	1.Slab reinf exposed 2. Footpath damaged 3.Wearing coat damaged	1.Repair the footpath .2.Relay the wearing coat,3.Protect the exposed reinforced by guniting	-

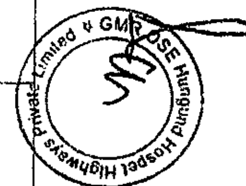


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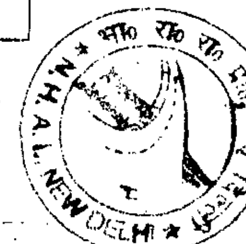
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Sl. NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
7	-	226/1	225/900	10.9	8x6.3m	Open	RCC	RCC Slab	1.Footpath damaged 2.Wearing coat damaged	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall 6.Repair the footpath 7.Relay the wearing coat 8. Ptotect the Slab concrete by guniting	-
8	-	231/1	230/800	10.3	7x6.6m	Open	RCC	RCC Slab	1.Honeycombing at pier base, 2. Reinf exposed in slab	1.Protect the piers and foundations 2.To improve the slab reinforcement cover by guniting	-
9	-	240/1	239/400	8.5	3x8.9m	Open	RCC	RCC Slab	Parapet in poor Condition	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall 6. Ptotect the Slab concrete by guniting	-
10	-	242/1	241/200	8.5	1x8.4m	Open	RCC	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Ptotect the Slab concrete by guniting	-
11	-	242/2	241/700	8.5	1x8.5m	Open	RCC	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Ptotect the Slab concrete by guniting	-



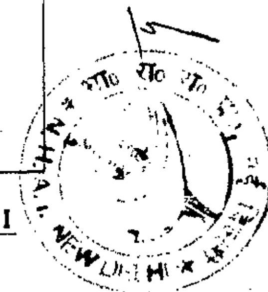
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SL NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
12	-	246/1	245/800	8.3	3x7m	Open	RCC	RCC Slab	1) Parapet on LHS (one side) damaged . 2) Slab reinforcement exposed 3) Expansion joint locations distressed	1.Repair the parapet on LHS one side 2.Protect the exposed reinforced by guniting 3.Repair the Expansion Joints	-
13	-	247/1	246/680	11.8	3x9.8m	Open	RCC	RCC Slab	1)Old bridge renovated by doublying the span 2) Wearing coat distressed	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Relay the wearing coat 6. Ptotect the Slab concrete by guniting	-
14	-	250/1	249/220	8.4	3x6.75m	Open	RCC	RCC Slab	Parapet in poor Condition	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall 6. Ptotect the Slab concrete by guniting	-
15	-	253/1	252/900	8.4	2x6.7m	Open	RCC	RCC Slab	Parapet in poor Condition	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall 6. Ptotect the Slab concrete by guniting	-
16	-	255/1	254/150	8.5	3x7.1m	Open	RCC	RCC Slab	Parapet in poor Condition	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall 6. Ptotect the Slab concrete by guniting	-

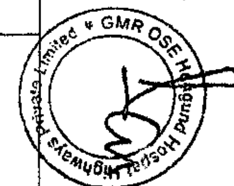


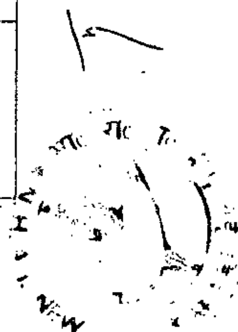


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SL NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
17	-	258/1	257/125	8.3	2x6.7m	Open	RCC	RCC Slab	No handrail on one side. Kerb damaged	1.Repair the hand rail on one side 2.Repair or relay the Kerb 3. Protect the Slab concrete by guniting	-
18	-	259/3	258/900	8.35	1x8.3m	Open	RCC	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Protect the Slab concrete by guniting	-
19	-	268/1	267/950	8.5	5x7m	Open	RCC	RCC Slab	1) Parapet wall damaged 2) Expansion joint locations distressed	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall and Expansion Joints 6. Protect the Slab concrete by guniting	-
20	-	270/1	269/500	8.5	3x9.2m	Open	RCC	RCC Slab	1) Parapet wall damaged 2) Expansion joint locations distressed	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall and Expansion Joints 6. Protect the Slab concrete by guniting	-
21	-	274/1	273/270	8.5	1x8.3m	Open	RCC	RCC Slab	1) Parapet wall damageded 2) Wing wall damaged	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Repair the parapet wall and wing wall 6. Protect the Slab concrete by	-

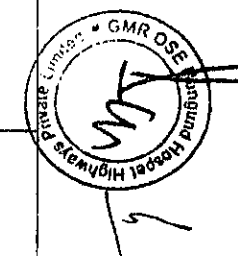


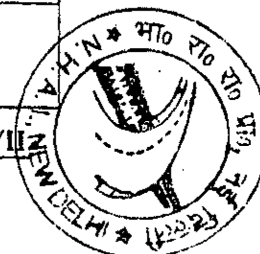


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SL NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
26	-	285/1	284/350	11	2x11.65m	Open	RCC	RCC Slab	1) Parapet in bad condition 2) Slab rein exposed	1.Repair the parapet. 2.Protect the exposed reinforced by guniting	-
27	-	285/3	284/900	11	2x25m	Open	RCC	PSC I Girder +RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth	-
28	-	289/1	288/290	11	3x8.3m	Open	RCC	RCC Slab	Footpath damaged	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Relay or repair the foot path 6. Ptotect the Slab concrete by guniting	-
29	-	289/2	288/415	11	2x8.8m	Open	RCC	RCC Slab	Footpath damaged	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 5. Relay or repair the foot path 6. Ptotect the Slab concrete by guniting	-
30	-	294/2	293/200	10	1x12.4m	Open	RCC	RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth 6. Ptotect the Slab concrete by guniting	-
31	-	296/2	295/950	11	2x25.6m	Open	RCC	PSC Girder + RCC Slab	-Nil- (Bridge is in good condtion.)	1. Repair to handrails 2. Repair to bed pitching 3. Slope protection 4. Clear weed growth	-

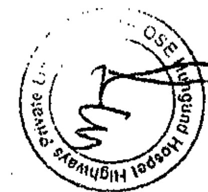




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Addendum to Appendix BXVII

SL NO.	Name of bridge	Bridge No.	Existing Chainage (km)	Total width of the structure	Proposed span arrangement	Type of Structure			Details of Rehabilitation	Details of Repair	Details of Widening
						Foundation	Substructure	Super structure			
										5. Protect the Slab concrete by guniting	





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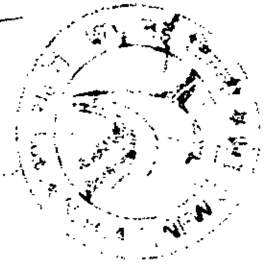
Addendum to Appendix BXVII

Revised Appendix BXX

Overhead traffic signs

Sl.no.	Type	Approx. Location		Cantilever Length, m
		Hungund - Hospet	Hospet - Hungund	
1	Cantilever gantry	Km 204.480	Km 207.400	11.0 m
2	Cantilever gantry	Km 231.880	Km 235.225	11.0 m
3	Cantilever gantry	Km 276.380	Km 277.975	11.0 m
4	Cantilever gantry	Km 282.980	Km 285.340	11.0 m
5	Cantilever gantry	-	Km 283.700	11.0 m
6	Cantilever gantry	Km 294.600	Km 295.900	11.0 m
7	Cantilever gantry	-	Km 296.900	11.0 m





REVISED SCHEDULE –R
(See Clause 27.1.1)

FEE NOTIFICATION

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Road Transport and Highways)

NOTIFICATION

New Delhi, the ...... 20...

S.O. .... Whereas, by the notification of the Government of India in the Ministry of Shipping, Road Transport and Highways, number ***** dated the *****, issued under section 11 of the National Highways Authority of India Act, 1988 (68 of 1988), the Central Government has entrusted the section of National Highway from Km 202.000 to Km 299.000 (Hungund - Hospet Section) of National Highway No. 13 in the state of Karnataka to the National Highways Authority of India (hereinafter referred to as the "Authority");

And Whereas, pursuant to the provisions of section 14 of the said Act, the Authority has entered into an agreement with..................., having its Registered Office at .... (hereinafter referred to as "Concessionaire") for the development of the Hungund - Hospet section from Km 202.000 to Km 299.000 (hereinafter referred to as the said section) of the National Highway No. 13 on Design, Build, Finance, Operate and Transfer (DBFOT) basis;

Now, therefore, in exercise of the powers conferred by section 8A of the National Highways Act, 1956 (48 of 1956), read with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, the Central Government, having regard to the expenditure involved in building, maintenance, management and operation of the said section of the said national highway, interest on the capital invested, reasonable return, the volume of traffic and the period of said agreement between the Authority and the Concessionaire, hereby notifies that there shall be levied and collected fees on mechanical vehicles for the use of the section from Km 202.000 to Km 299.000 (Hungund - Hospet) of National Highway No. 13, including the permanent bridge/ bypass/ tunnel having an estimated cost of Rs. 60.11(Rupees Sixty Crores and Eleven Lakhs)[$], in the State of Karnataka at the rates specified in the aforesaid Rules and authorises the said Concessionaire to collect and retain the said fees on and from the date of commercial

[$] Only a bridge, bypass or tunnel having an estimated capital cost exceeding Rs. 50 crore may be specified here.





operation of the said section of national highway, subject to and in accordance with the said Rules and the provisions of the aforesaid agreement.

The fee levied and collected hereunder shall be due and payable at the following Toll Plazas for the distance specified for each such Toll Plaza:

S. No.	Location of Toll Plaza (chainage)	Length (in km) for which Fee is payable
1	At Km 229.061 of NH-13 in the State of Karnataka.	49.53
2	At Km 283.500 of NH-13 in the State of Karnataka.	49.53
3	At Km 287.718 of NH-13 in the State of Karnataka. (Exclusively for NH-63 traffic using 12.749 kms of NH-13 Highway)	12.749 (excluding 5.88 kms of loop length of Interchange at Km 297.750)

In addition to the above, the fee levied and collected hereunder for the permanent bridge, bypass and tunnel, as the case may be, costing Rs. 50 cr. (Rupees fifty crore) or more as specified below shall be due and payable at the following Toll Plaza:

S. No.	Location of Toll Plaza (chainage)	Nature of Structure	Cost (in Rs. crore)]
1	At Km 287.718 of NH-13 in the State of Karnataka (For NH-63 traffic only using Interchange)	Interchange at Km 297.750	60.11

F.No. RW/NH-..............

(Name)

Deputy Secretary

Government of India





Cross Section Type along the Project Corridor

Approximate cross section type (tentative) suitable at various chainages of project highway is shown in Table below.

S. No.	Design Chainage From, Km	Design Chainage To, Km	Approx Length (km)	C/s Type
1	199.221	204.212	4.991	CS-01
2	204.212	204.600	0.388	CS-02
3	204.600	207.100	2.500	CS-06
4	207.100	207.300	0.200	CS-01
5	207.100	207.550	0.450	CS-04
6	207.550	208.000	0.450	CS-01
7	208.000	209.320	1.320	CS-03
8	209.320	210.200	0.880	CS-01
9	210.200	210.350	0.150	CS-04
10	210.350	213.410	3.060	CS-01
11	213.410	213.460	0.050	CS-04
12	213.460	215.400	1.940	CS-01
13	215.400	215.450	0.050	CS-04
14	215.450	218.460	3.010	CS-01
15	218.460	218.500	0.040	CS-04
16	218.500	219.270	0.770	CS-01
17	219.270	219.410	0.140	CS-04
18	219.410	220.280	0.870	CS-01
19	220.280	220.860	0.580	CS-03
20	220.860	222.250	1.390	CS-01
21	222.250	222.330	0.080	CS-04
22	222.330	223.080	0.750	CS-01
23	223.080	223.170	0.090	CS-04
24	223.170	224.760	1.590	CS-01
25	224.760	224.800	0.040	CS-04
26	224.800	226.380	1.580	CS-01
27	226.380	226.450	0.070	CS-04
28	226.450	227.010	0.560	CS-01
29	227.010	227.110	0.100	CS-04
30	227.110	228.000	0.890	CS-01
31	228.000	228.600	0.600	CS-03
32	228.600	229.370	0.770	CS-01



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33	229.370	229.500	0.130	CS-04
34	229.500	229.710	0.210	CS-01
35	229.710	229.950	0.240	CS-04
36	229.950	231.350	1.400	CS-01
37	231.350	231.410	0.060	CS-04
38	231.410	232.000	0.590	CS-01
39	232.000	235.000	3.000	CS-06
40	235.000	235.112	0.112	CS-02
41	235.112	237.700	2.588	CS-01
42	237.700	237.900	0.200	CS-04
43	237.900	238.400	0.500	CS-01
44	238.400	238.450	0.050	CS-04
45	238.450	239.150	0.700	CS-01
46	239.150	239.350	0.200	CS-04
47	239.350	239.750	0.400	CS-01
48	239.750	240.050	0.300	CS-04
49	240.050	241.700	1.650	CS-01
50	241.700	241.950	0.250	CS-04
51	241.950	244.420	2.470	CS-01
52.	244.420	245.020	0.600	CS-03
53	245.020	247.050	2.030	CS-01
54	247.050	247.200	0.150	CS-04
55	247.200	252.080	4.880	CS-01
56	252.080	252.450	0.370	CS-03
57	252.450	261.000	8.550	CS-01
58	261.000	261.670	0.670	CS-03
59	261.670	264.200	2.530	CS-01
60	264.200	264.250	0.050	CS-04
61	264.250	268.660	4.410	CS-01
62	268.660	268.780	0.120	CS-04
63	268.780	268.830	0.050	CS-01
64	268.830	268.880	0.050	CS-04
65	268.880	271.560	2.680	CS-01
66	271.560	272.060	0.500	CS-03
67	272.060	276.420	4.360	CS-01
68	276.420	277.770	1.350	CS-05
69	277.770	277.860	0.090	CS-01
70	277.860	277.910	0.050	CS-04

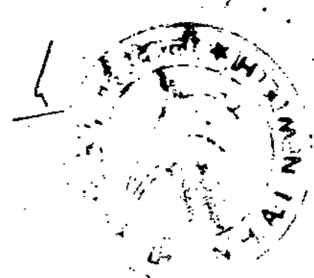


579



71	277.910	278.180	0.270	CS-01
72	278.180	278.540	0.360	CS-03
73	278.540	278.650	0.110	CS-04
74	278.650	282.400	3.750	CS-01
75	282.400	282.660	0.260	CS-04
76	282.660	282.760	0.100	CS-01
77	282.760	283.030	0.270	CS-04
78	283.030	283.100	0.070	CS-01
79	283.100	284.100	1.000	CS-05
80	284.100	285.100	1.000	Trumpet Interchange ramp SECTION-BB (REF:SCPL/C-716/RH/DDPR/TIP-01
81	285.100	289.400	4.300	CS-07
82	289.400	289.500	0.100	CS-13
83	289.500	289.620	0.120	CS-07
84	289.620	289.800	0.180	CS-13
85	289.800	291.030	1.230	CS-07
86	291.030	291.200	0.170	CS-13
87	291.200	292.710	1.510	CS-07
88	292.710	292.860	0.150	CS-13
89	292.860	293.000	0.140	CS-07
90	293.000	294.050	1.050	CS-08
91	294.050	294.110	0.060	CS-13
92	294.110	294.220	0.110	CS-07
93	294.220	294.250	0.030	CS-13
94	294.250	294.620	0.370	CS-07
95	294.620	294.900	0.280	CS-13
96	294.900	296.070	1.170	SECTION-BB GIVEN IN INTERCHANGE DWG (REF:SCPL/C-716/RH/DDPR/PP-195)
97	296.070	296.178	0.108	CS-09
98	296.178	296.215	0.037	CS-10
99	296.215	296.360	0.145	CS-11
100	296.360	296.385	0.025	CS-10
101	296.385	296.510	0.125	CS-09
102	296.510	296.689	0.179	Taper from 6 lane to 4lane
103	296.689	297.115	0.426	CS-12





Package-II
Widening options and tunnel

Existing Km		Design Chainage		Length (km)	Widening Option / Bypass		
From (Km)	To (Km)	From (Km)	To (Km)		LHS, km	Symmetrical, km	RHS, km
202.000	205.000	199.221	202.215	2.994	-	-	RHS=2.996
205.000	207.000	202.215	204.212	1.997	LHS=1.997	-	-
207.000	209.500	204.212	206.709	2.497	-	Symm=2.497, Petrol Station on both sides	-
209.500	218.000	206.709	215.180	8.471	-	-	RHS=8.471
218.000	220.500	215.180	217.666	2.486	LHS=2.486	-	-
220.500	236.700	217.666	233.800	16.134	LHS=16.134	-	-
236.700	238.000	233.800	235.112	1.312	-	Symm=1.312, Kushtagi Town	-
238.000	244.500	235.112	241.600	6.488	LHS=6.488	-	-
244.500	246.400	241.600	243.487	1.887	-	-	RHS=1.887
246.400	249.500	243.487	246.577	3.090	LHS=3.090	-	-
249.500	255.490	246.577	252.550	5.973	-	-	RHS=5.973
255.490	262.500	252.550	259.536	6.986	LHS=6.986	-	-
262.500	268.000	259.536	265.019	5.483	-	-	RHS=5.483
268.000	269.000	265.019	266.013	0.994	LHS=0.994	-	-
269.000	273.000	266.013	270.000	3.987	-	-	RHS=3.987
273.000	277.000	270.000	273.990	3.990	LHS=3.990	-	-
277.000	280.500	273.990	277.500	3.510	-	-	RHS=3.510
280.500	282.000	277.500	278.976	1.476	LHS=1.476	-	-
282.000	283.500	278.976	280.465	1.489	-	-	RHS=1.489
283.500	284.500	280.465	281.463	0.998	LHS=0.998	-	-
284.500	286.925	281.463	283.880	2.417	-	-	RHS=2.417
286.925	289.000	283.880	285.933	2.053	-	-	RHS=2.053
289.000	291.600	285.933	288.562	2.629	-	Symm=2.629, Hosahalli town	-
291.600	297.452	288.562	295.740	7.178	-	-	RHS=7.528
297.452	298.515	295.740	296.644	0.904	Re-alignment= 0. 904kms		
298.515	298.350	296.644	296.520	0.471	LHS=0.200		
298.350	299.000	296.520	297.115	0.595	LHS=0.567	-	-
Total				97.894	45.416	6.438	46.04



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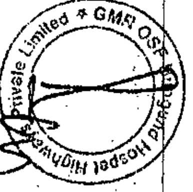
TYPICAL CROSS SECTION: LHS WIDENING IN RURAL SECTION

TYPICAL CROSS SECTION: RHS WIDENING IN RURAL SECTION

DETAIL-X

KERB ON WMM AND PCC





582

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	SK
CHECKED	SR
APPROVED	KN
DATE	MARCH '06

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4-LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE ... FROM ... TO ...

TITLE: TYPICAL CROSS SECTION: LHS/RHS WIDENING IN RURAL SECTION

DRG. NO. C-716

SCALE: NTS

SPAN CONSULTANTS PRIVATE LIMITED (SNC-LAVALIN Group)

TYPICAL CROSS SECTION: SYMMETRICAL WIDENING

DETAIL-X

KERB ON PQC

NOTES:

1. All dimensions are in mm unless otherwise indicated.

LEGEND:

ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE
D= VARIES

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4-LANING OF CHAPUR TO HOSPET (SECTION OF NH-13)

TITLE: TYPICAL CROSS SECTION: SYMMETRICAL WIDENING IN RURAL SECTION

C-716

583

ROW 60000

18500 | 23000 | 18500

500 PS 1500 | 2-LANE CARRIAGE WAY 7250 | MEDIAN 4500 | 2-LANE CARRIAGE WAY 7250 | PS 1500 500

MODIFIED BC
DBM
WMM
GSB
SUBGRADE

℄ OF MEDIAN

FRL

2.5%

UC 2000

(STRIP LENGTH) (AS PER DESIGN)

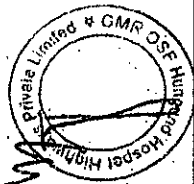
SELECTED EARTH FILL

200 SCARIFIED AND COMPACTED TO 97% MDD

TYPICAL CROSS SECTION OF APPROACH RAMPS TO PUPS / CUPS

KERB ON WMM

587



NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
CB= CRASH BARRIER
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

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DESIGNED	PVR
DRAWN	[illegible]
CHECKED	[illegible]
APPROVED	[illegible]
DATE	MARCH '08

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4-LANING OF [illegible] TO HOSPET SECTION OF NH 13 PACKAGE-[illegible] FROM KM [illegible] TO KM [illegible]

TITLE: TYPICAL CROSS SECTION OF APPROACH RAMPS TO PUPS / CUPS

SCALE: NTS

DRG. NO.: [illegible]

C-716

REV.

[illegible] CONSULTANTS PRIVATE LIMITED

℄ OF ROAD

ROW = 30000 | ROW = 30000

ROADWAY 25000

UC 2000 | VARIES | ES 2000 | PS 1500 | CARRIAGEWAY 7250 | MEDIAN 4500 | CARRIAGEWAY 7250 | PS 1500 | ES 2000 | VARIES | UC 2000

W-BEAM METAL CRASH BARRIER
300 HIGH PCC EDGE KERB
300 THK. REVETMENT
200 THK. FILTER LAYER
DETAIL 'X'
DETAIL 'Y'
RCC DRAIN
DRAIN
200 SCARIFIED AND COMPACTED TO 95% MDD

TYPICAL CROSS SECTION: EMBANKMENT HEIGHT >3000

W-BEAM METAL CRASH BARRIER
300 HIGH PCC EDGE KERB
300 THK. REVETMENT
200 THK. FILTER LAYER
ES 2000
3%
MODIFIED BITUMINOUS CONCRETE
DENSE BITUMINOUS MACADAM
WET MIX MACADAM
GRANULAR SUB BASE
SUBGRADE

DETAIL-X

PCC EDGE KERB
DRAIN CHUTES @ 10000 C/C
1:2 SLOPE
1:2 SLOPE
DRAIN WIDTH 800

PLAN OF CHUTE DRAIN

SECTION A-A OF CHUTE DRAIN

200 600 200
VARIES
1200

DETAIL-Y

KERB ON WMM

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

TITLE: TYPICAL CROSS SECTION: EMBANKMENT HEIGHT >3000

C-716

SPAN CONSULTANTS PRIVATE LIMITED

585

TYPICAL CROSS SECTION OF APPROACH RAMPS TO VUP'S (4-LANE)

ROW 60000

18500 | 23000 | 18500

500 PS 1500 | 2-LANE CARRIAGE WAY 7250 | MEDIAN 4500 | 2-LANE CARRIAGE WAY 7250 | PS 1500 500

MODIFIED BC
DBM
WMM
GSB
SUBGRADE

℄ OF MEDIAN

(STRIP LENGTH) (AS PER DESIGN)
SELECTED EARTH FILL
200 SCARIFIED AND COMPACTED TO 97% MDD

BITUMINOUS CONCRETE
SEMI DENSE BITUMINOUS CONCRETE
WMM WITH CBR > 80% IN TWO LAYERS
GSB USING CRUSHED STONE WITH CBR > 30% IN TWO LAYERS
500 SUBGRADE

UC 2000 | DRAIN 2000 | SERVICE ROAD 7000

DETAIL 'K'

DETAIL-K

DRAIN 2000

BITUMINOUS CONCRETE
DENSE BITUMINOUS MACADAM
WET MIX MACADAM
GRANULAR SUB BASE
SUBGRADE

KERB ON WMM

DRAIN DETAIL

COVER SLAB
GI GRATING 450X150 @ 6000 c/c
100 φ WEEP HOLES @ 2000 c/c @ GL BOTTOM LEVEL
150 THK. PCC

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
CB= CRASH BARRIER
EV= EARTHEN VERGE
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

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DESIGNED	PVR	CLIENT : NATIONAL HIGHWAYS AUTHORITY OF INDIA
DRAWN	RK	PROJECT : 4-LANING OF CHAPUR TO HOSPET SECTION OF NH-13 PACKAGE: FROM Km.000+000 TO Km.000+000
CHECKED	DIL	TITLE : TYPICAL CROSS SECTION OF APPROACH RAMPS TO VUPS (4-LANE)
APPROVED	KM	SCALE : NTS DRG. NO. : BOPWO-71/GROUP-03
DATE	MARCH '06	SHAH CONSULTANTS PRIVATE LIMITED

C-716 REV. 0

586

ROW 60000

EXISTING 2-LANE CARRIAGEWAY 7000

VG 2000	EV	DRAIN 2000	SERVICE ROAD 7000	FOOTPATH/ SEPERATION ISLAND 1500	CB 500	PS 2000	PROPOSED 3-LANE CARRIAGEWAY 10750	MEDIAN 2000	PROPOSED 3-LANE CARRIAGEWAY 10750	PS 2000	CB 500	FOOTPATH/ SEPERATION ISLAND 1500	SERVICE ROAD 7000	DRAIN 2000	EV	VG 2000

ROW BOUNDARY

CRASH BARRIER/RAILING

2.5%

BITUMINOUS CONCRETE
DBM
WMM WITH CBR > 80% IN TWO LAYERS
GSB USING CRUSHED STONE WITH CBR > 30% IN TWO LAYERS
500 SUBGRADE
SELECTED SOIL FILL
BC WITH MODIFIED BITUMEN
DENSE BITUMINOUS MACADAM
WMM WITH CBR > 80% IN TWO LAYERS
GSB USING CRUSHED STONE WITH CBR > 30% IN TWO LAYERS
500 SUBGRADE
EXISTING ROAD CRUST VARIES FROM 250 TO 400
CC (M15)
PROFILE CORRECTIVE COURSE USING BITUMINOUS MACADAM OR EQUIVALENT
EXISTING SUBGRADE

TYPICAL CROSS SECTION : 6-LANE DIVIDED HIGHWAY WITH SERVICE ROADS AND WITH RAISED MEDIAN

(Built-up Section - Plain/Rolling terrain)

COVER SLAB
2000
GI GRATING 450X150 @ 5000 c/c
100 Ø WEEP HOLES @ 2000 c/c @ GSB BOTTOM LEVEL
1100
150
150 THK.PCC

DRAIN DETAIL

PAVEMENT TOP
BC
DBM
PCC
M10 GRADE CONCRETE

KERB ON PCC

NOTES:
1. All dimensions are in mm unless otherwise indicated.

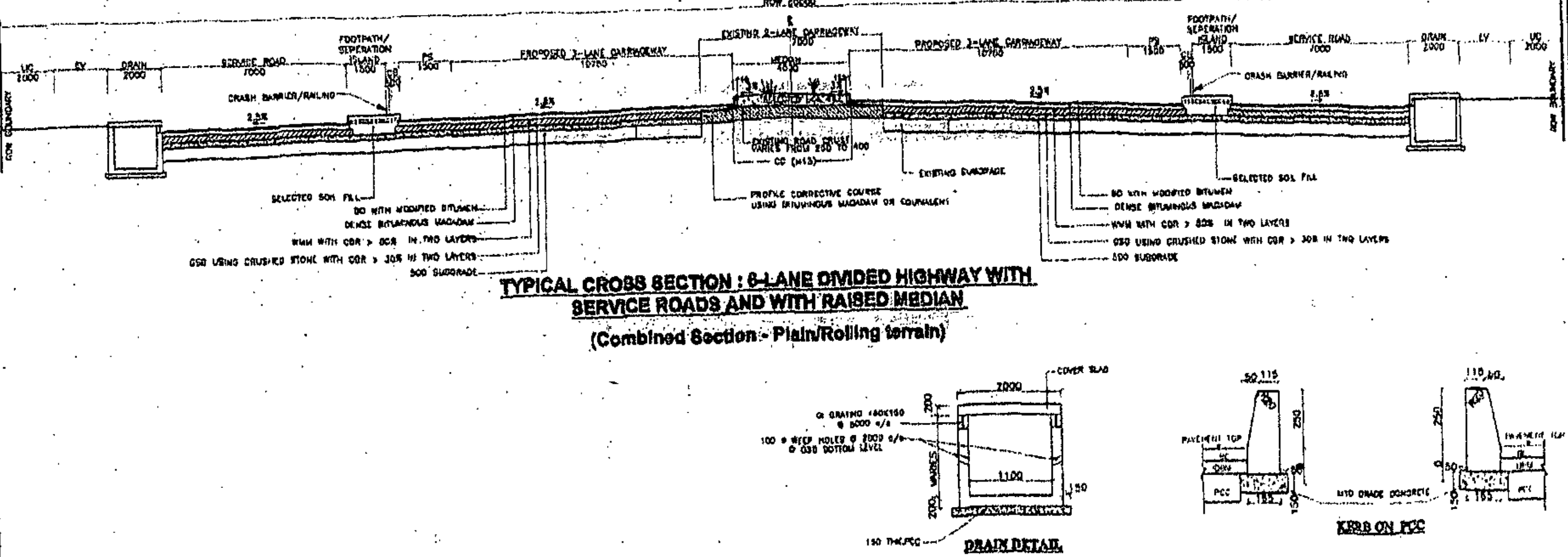
LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
CB= CRASH BARRIER
EV= EARTHEN VERGE
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	PVR
DRAWN	RK
CHECKED	BTL
APPROVED	KN
DATE	MARCH '09

CLIENT : NATIONAL HIGHWAYS AUTHORITY OF INDIA
PROJECT: 6-LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-II FROM Km.[illegible] TO Km.[illegible]
TITLE : TYPICAL CROSS SECTION : 6 LANE DIVIDED HIGHWAY WITH SERVICE ROADS AND WITH RAISED MEDIAN
SCALE : NTS
DRG. NO. : [illegible]
JOB NO. C-710
REV. 0
SPAN CONSULTANTS PRIVATE LIMITED (SNC-LAVALIN Group)



TYPICAL CROSS SECTION : 6-LANE DIVIDED HIGHWAY WITH SERVICE ROADS AND WITH RAISED MEDIAN

(Combined Section - Plain/Rolling terrain)

DRAIN DETAIL

KERB ON PCC

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
UC= UTILITY CORRIDOR
PS= PAVED SHOULDER
CB= CRASH BARRIER
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

THIS DRAWING IS THE SOLE PROPERTY OF ... PVT. LTD. IT IS SUBJECT TO THEIR RECALL AND MUST NOT BE LENT OR COPIED OR REPRODUCED WITHOUT THEIR WRITTEN PERMISSION NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS ISSUED.

DESIGNED	
DRAWN	RK
CHECKED	
APPROVED	
DATE	MARCH '08

CLIENT : NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT : 6-LANING OF BIJAPUR TO HOSPET SECTION OF NH 13

TITLE : TYPICAL CROSS SECTION : 6-LANE DIVIDED HIGHWAY WITH SERVICE ROADS AND WITH RAISED MEDIAN

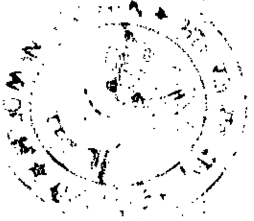
DRG. NO. C-718

REV. 0

SCALE : NTS

ARAN CONSULTANTS PRIVATE LIMITED





883

ROW
60000

15000	30000	15000

500 PS | 3-LANE CARRIAGE WAY 10750 | MEDIAN 4500 | 3-LANE CARRIAGE WAY 10750 | PS 500

MODIFIED BC
DBM
WMM
GSB
SUBGRADE

℄ OF MEDIAN

FRL 2.5% 2.5% FRL

UC 2000 | DRAIN 2000 | EXISTING C/WAY TO BE USED AS SERVICE ROAD 7012 | EV

EV | SERVICE ROAD 7000 | DRAIN 2000 | UC 2000

(STRIP LENGTH) (AS PER DESIGN)

SELECTED EARTH FILL

200 SCARIFIED AND COMPACTED TO 97% MDD

SELECTED EARTH FILL

TYPICAL CROSS SECTION FROM Design Km 293+050 TO Design Km 293+600

(Flyover Cum ROB Ramps - 6-lane)

KERB ON WMM

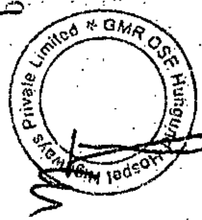
DRAIN 2000

BITUMINOUS CONCRETE
DENSE BITUMINOUS MACADAM
WET MIX MACADAM
GRANULAR SUB BASE
SUBGRADE

DETAIL-X

COVER SLAB

DRAIN DETAIL



NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	PMR
DRAWN	RS
CHECKED	DTL
APPROVED	KN
DATE	APRIL' 08

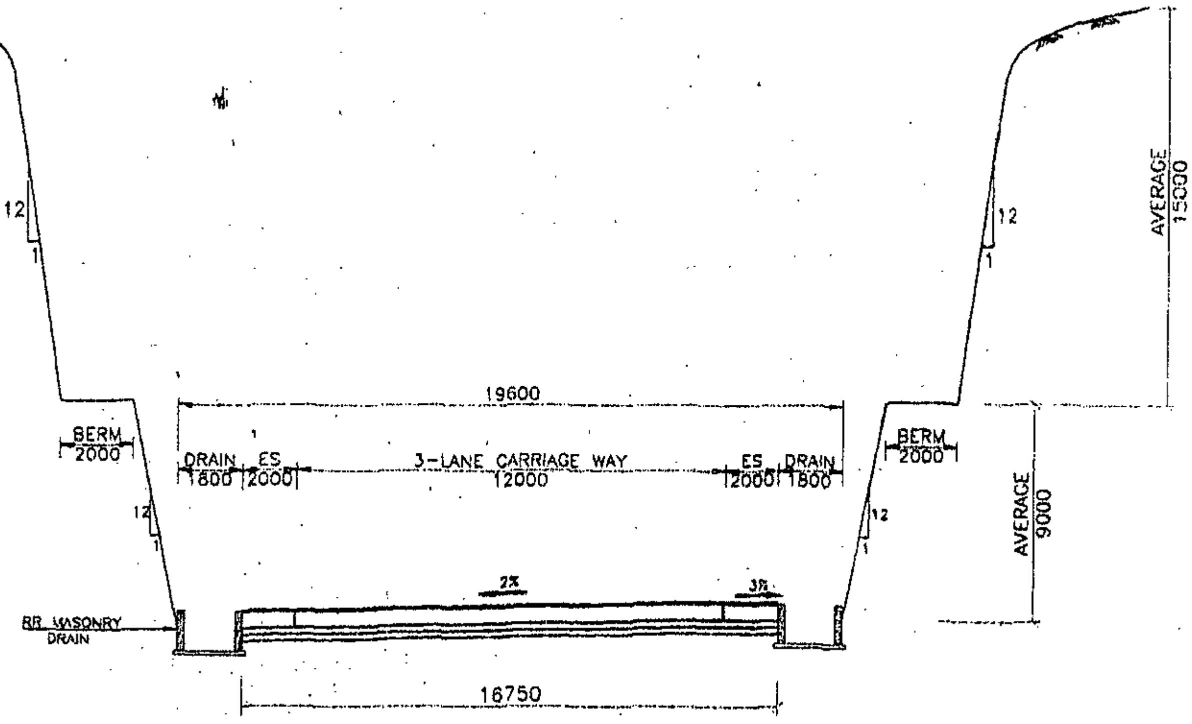
CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

PROJECT: 4/6 - LANING OF HUNGUND TO HOSPET SECTION OF NH 13

TITLE: TYPICAL CROSS SECTION FROM Design Km 293+050 TO Km 293+600

SCALE: NTS | JOB NO. C-718 | REV. 0

SPAN CONSULTANTS PRIVATE LIMITED



OPEN CUT IN ROCK FROM Design Km.296+070 TO Design Km.296+178 & Design Km.296+355 TO Design Km.296+510 APPROACH TO TUNNEL

NOTES:
1. All dimensions are in mm unless otherwise indicated.

LEGEND:
ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
UC= UTILITY CORRIDOR
EV= EARTHEN VERGE

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

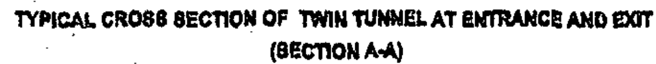
DESIGNED	PVR	CLIENT : NATIONAL HIGHWAYS AUTHORITY OF INDIA
DRAWN	RK	PROJECT : 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13
CHECKED	STL	TITLE : TYPICAL CROSS SECTION OF OPEN CUT IN ROCK
APPROVED	KU	SCALE : NTS
DATE		C-716 REV. 0





590

300 3 LANE CARRIAGEWAY TUNNEL 300 20000 300 3 LANE CARRIAGEWAY TUNNEL 300
14500 14500


TYPICAL CROSS SECTION OF TWIN TUNNEL AT ENTRANCE AND EXIT
(SECTION A-A)

Hillock
RCC LINING 300
A
1000 PARAPET
Open cut in Rock
7250
1700
CC Pavement Top
Flexible Pavement Top
TUNNEL
RCC PORTAL (ENTRY AND EXIT OF TWIN TUNNELS
25000
A


TYPICAL L - SECTION OF RCC PORTAL AT ENTRANCE AND EXIT OF TWIN TUNNELS

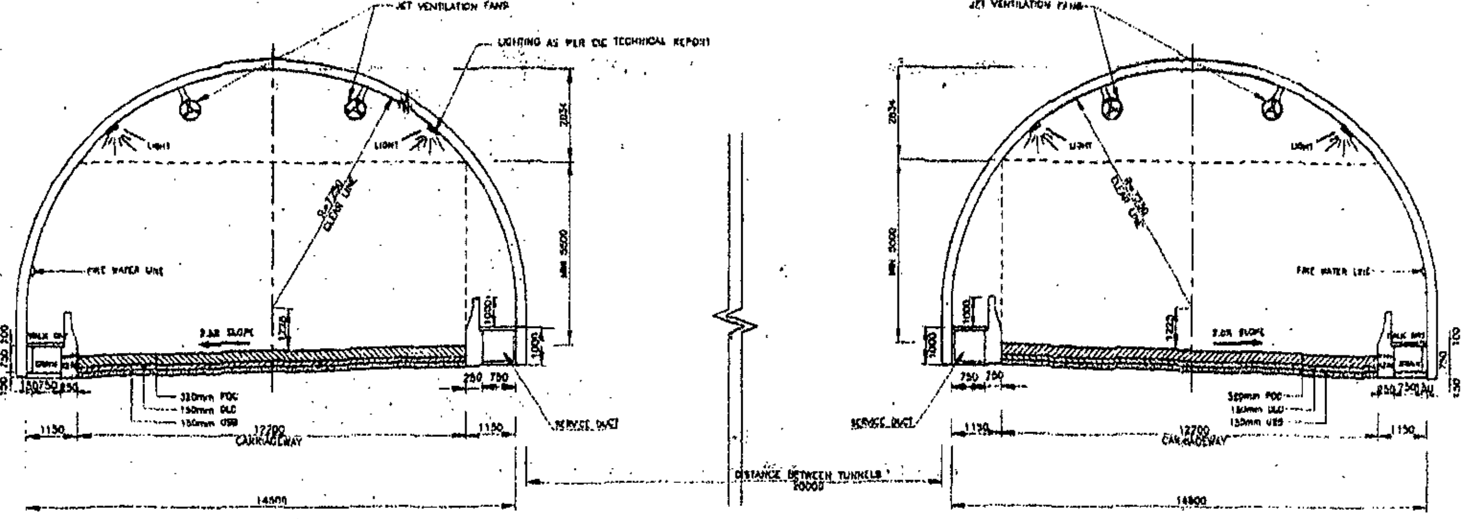
NOTES:
1. All dimensions are in mm unless otherwise indicated.

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

C-715

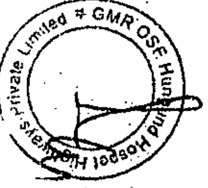


3-Lane LHS Tunnel length = 145.00m
Start of LHS Tunnel = Design Km.296.215m
End of LHS Tunnel = Design Km.296.360m

Total Length of twin tunnels = 299.00m

3-Lane RHS Tunnel length = 154.00m
Start of RHS Tunnel = Design Km.296.357m
End of RHS Tunnel = Design Km.296.203m

TYPICAL TWIN TUNNEL CROSS SECTION



NOTES:
1. All dimensions are in mm unless otherwise indicated.

PQC: Pavement Quality Concrete
DLC: Dry Lean Concrete
GSB: Granular Sub Base

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA
PROJECT: 4/6-LANING OF SHAPUR TO HOSPET SECTION OF NH 13
TITLE: TYPICAL TWIN TUNNEL CROSS SECTION
C-710

RAILWAY ROW

ROW 40000

DRAIN 1500 | EV 9250 | ES 2000 | PS 1500 | 2-LANE CARRIAGEWAY 7250 | MEDIAN 4500 | 2-LANE CARRIAGEWAY 7250 | PS 1500 | ES 2000 | EV 4250

2.5% | 2.5%

PUCCA DRAIN

RL 506.076

RCC RETAINING WALL

VARIES

RESERVOIR SIDE

TB DAM MWL 497.750

TYPICAL CROSS SECTION FROM Design Km.296.589 to Design Km.297.116

PAVEMENT TOP | DBM | WMM | 250 | D

KERB ON WMM

NOTES:

1. All dimensions are in mm unless otherwise indicated.

LEGEND:

ES= EARTHEN SHOULDER
PS= PAVED SHOULDER
EV= EARTHEN VERGE
D= VARIES

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED	PVR
DRAWN	
CHECKED	
APPROVED	
DATE	APRIL' 09

CLIENT: NATIONAL HIGHWAYS AUTHORITY OF INDIA

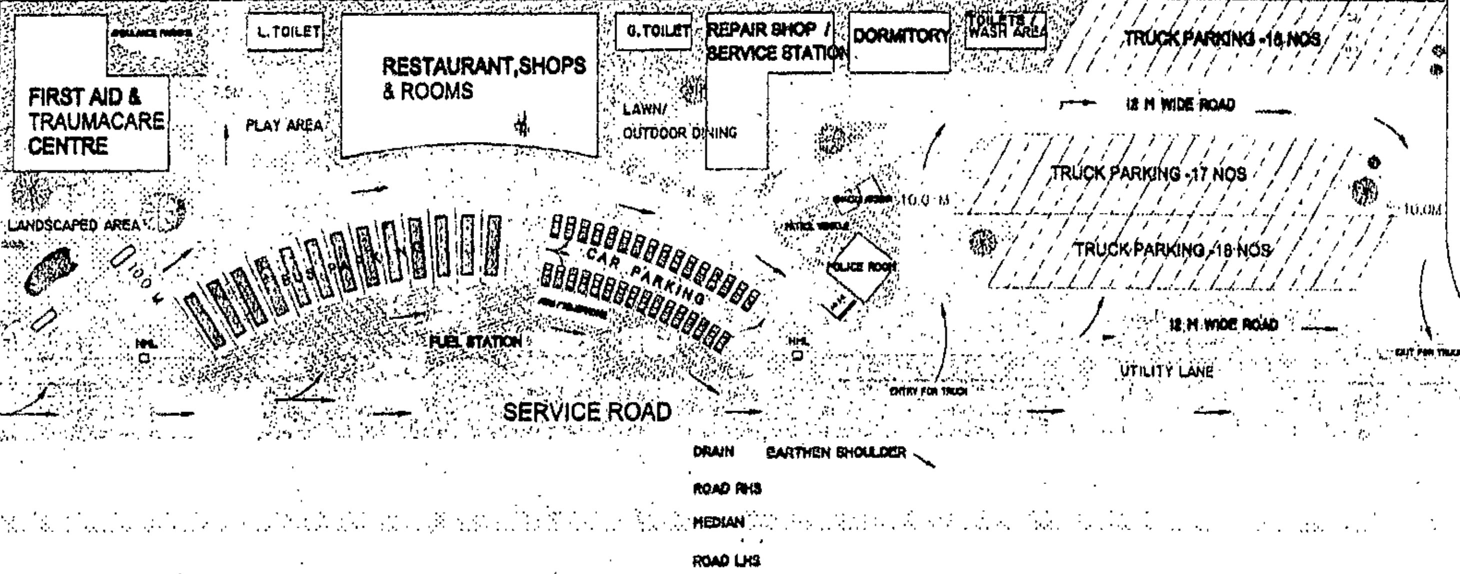
TITLE: TYPICAL CROSS SECTION FROM Design Km.296.589 TO Design Km.297.116

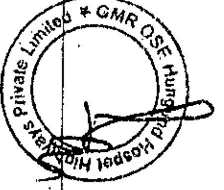
C-716

SCALE: NTS

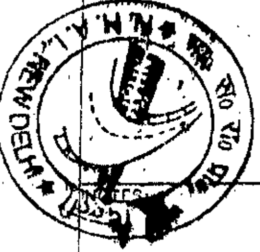
REV. 0

593









SPAN CONSULTANTS PVT. LTD

NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH: 13
PACKAGE-2: FROM Km.202+000 TO Km. 298+000

WAYSIDE AMENITIES

SCPL/C-716/RH/DDPR/WA-01

SPAN CONSULTANTS PRIVATE LIMITED
(SNC - LAVALIN Group)


GMR OSE Hungund Hospet Highways Private Limited






Hungund Hospet Highways
GMR

TO BIJAPUR

TO HOSPET

Datum = 511,000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE

FINISHED ROAD LEVEL RIGHT MEDIAN EDGE

EXISTING GROUND/ROAD LEVEL BELOW LME

EXISTING GROUND/ROAD LEVEL BELOW RML

EXISTING ROAD C LEVEL

GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY

VERTICAL ALIGNMENT LEFT MEDIAN EDGE

VERTICAL ALIGNMENT RIGHT MEDIAN EDGE

HORIZONTAL ALIGNMENT

SUPERELEVATION

DESIGN CHAINAGE (LME)

LEGEND (PLAN) | LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED: PVI
DRAWN
CHECKED
APPROVED
DATE: MARCH '08

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-2: FROM Km [illegible] TO Km [illegible]

TITLE: PLAN AND PROFILE FROM Km [illegible] TO Km 200+001

SCALE: H: 2500, V: 250 | DWG NO.: [illegible]

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

TO BIJAPUR | TO HOSPET

Datum = 541.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LHE)

LEGEND (PLAN)

599

← TO BIJAPUR

TO HOSPET →

Datum = 541.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LME	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RME	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	L=150.000m
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	L=150.000m
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	
DESIGN CHAINAGE (LME)	[illegible]

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS			

DESIGNED	PVR
DRAWN	RRN
CHECKED	BTL
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH: 13
PACKAGE-3: FROM Km.202+000 TO Km. 2[illegible]+000

TITLE: PLAN AND PROFILE, FROM Km 201+000 TO Km 202+000

SCALE: H: 2500, V: 250 DRG. NO.: [illegible]-101

JOB NO. C-716

REV. 0

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

TO BIJAPUR

TO HOSPET

609

Datum = 582.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE

FINISHED ROAD LEVEL RIGHT MEDIAN EDGE

EXISTING GROUND/ROAD LEVEL BELOW LHT

EXISTING GROUND/ROAD LEVEL BELOW RHT

EXISTING ROAD C LEVEL

GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY

VERTICAL ALIGNMENT LEFT MEDIAN EDGE

VERTICAL ALIGNMENT RIGHT MEDIAN EDGE

HORIZONTAL ALIGNMENT

SUPERELEVATION

DESIGN CHAINAGE (LHC)

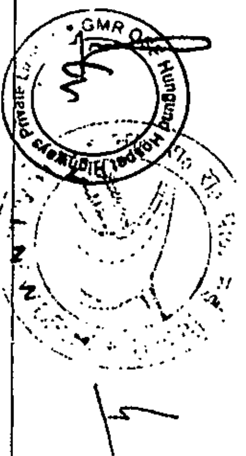
LEGEND

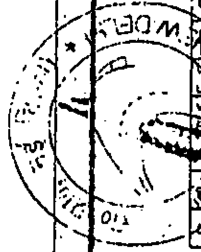
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13

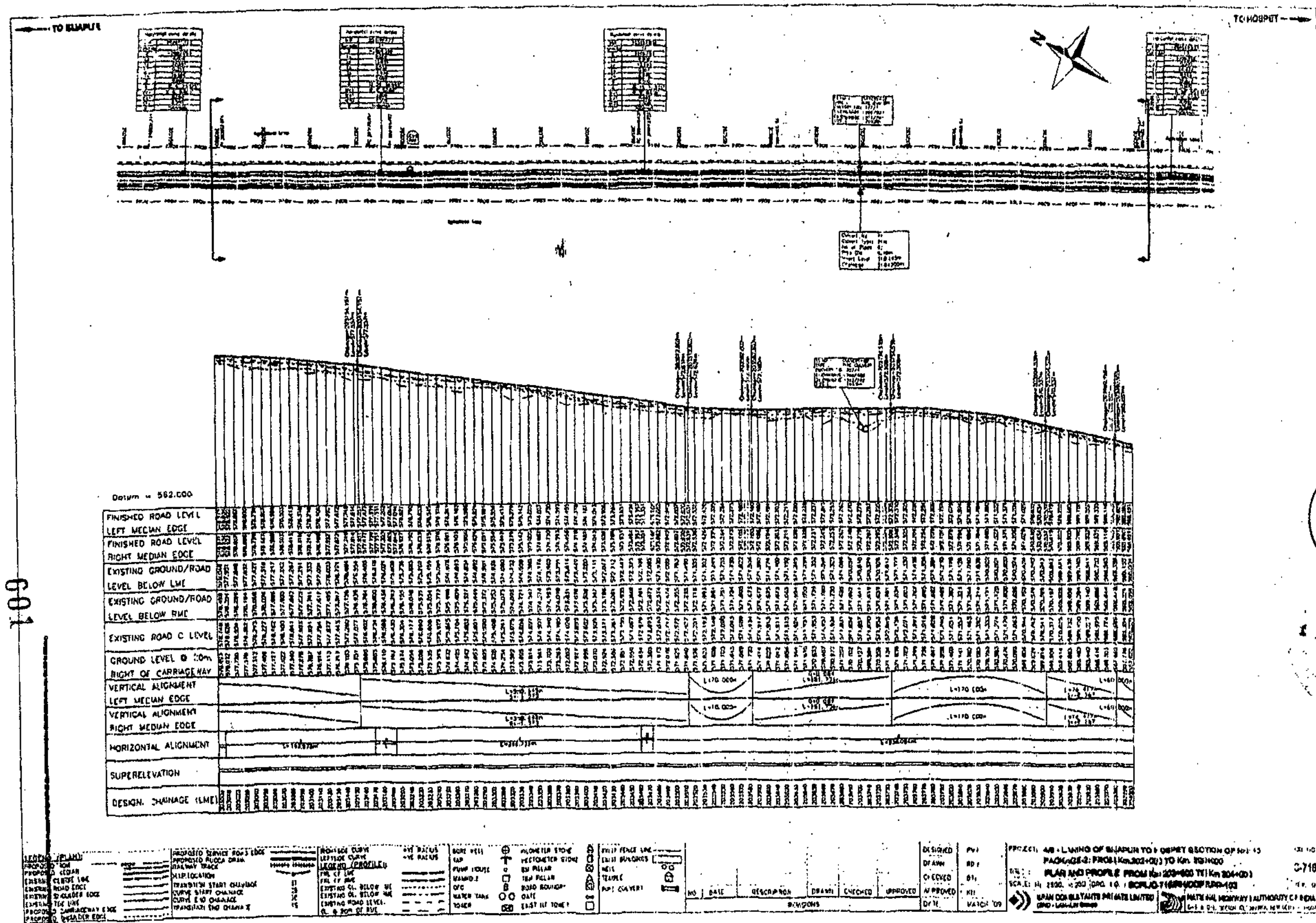
PLAN AND PROFILE

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

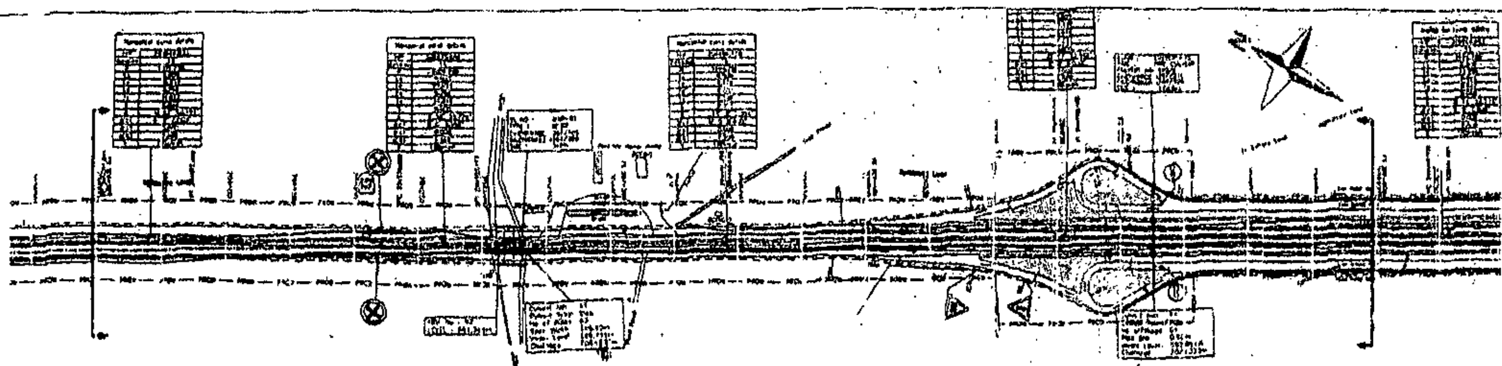


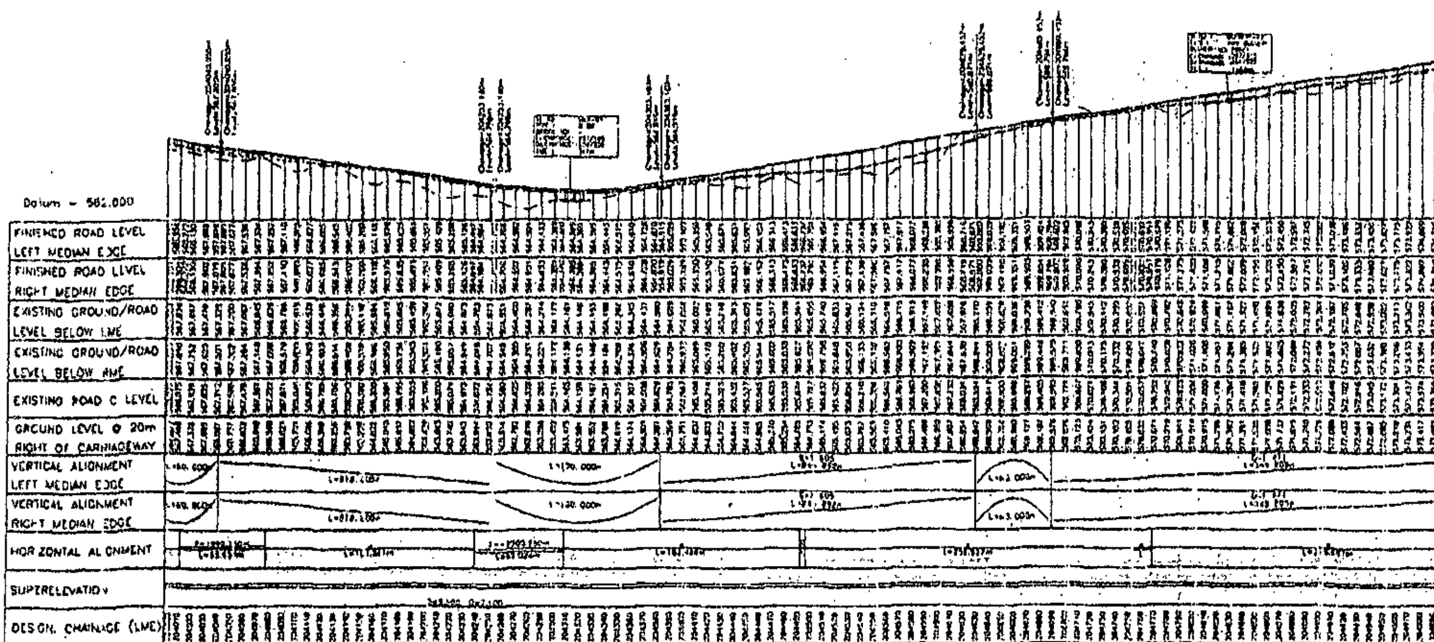


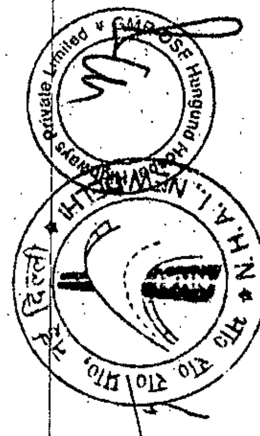

TO BIJAPUR
TO HOSPET
Datum = 562.000
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LME
EXISTING GROUND/ROAD LEVEL BELOW RME
EXISTING ROAD C LEVEL
GROUND LEVEL @ 10m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LME)
DESIGNED
DRAWN
CHECKED
APPROVED
DATE
MARCH '09
REVISIONS
NATIONAL HIGHWAY AUTHORITY OF INDIA
GMR OSE Hungund Hospet Highways Private Limited
C-718
601

TO SHAPUR

TO HOSPET







209

DESIGNED		
DRAWN		
CHECKED		
APPROVED		
DATE	MARCH '09	

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

PROJECT: 4/6 - LANING OF SHAPUR TO HOSPET SECTION OF NH 13

PACKAGE: FROM Km.207+000 TO Km. ...

TITLE: PLAN AND PROFILE FROM Km ... TO Km ...

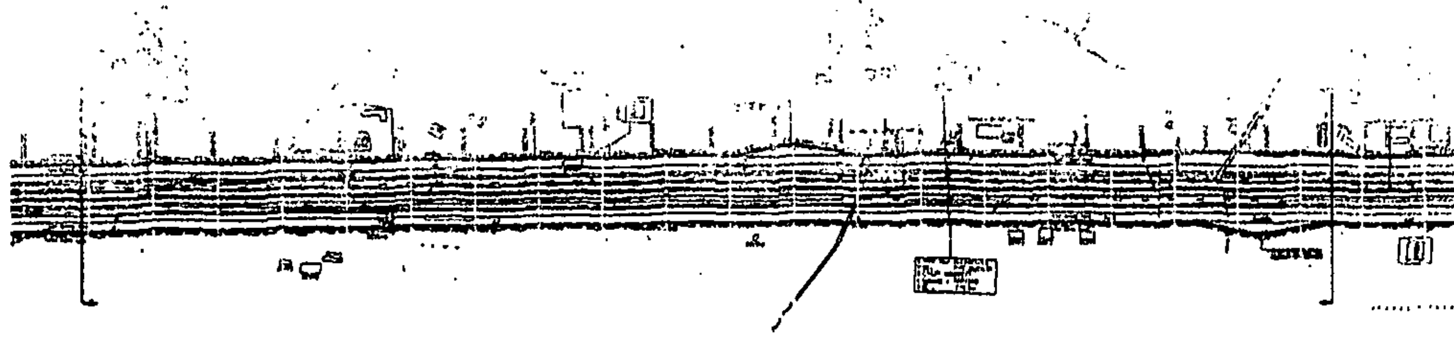
SCALE: H. 2500, V. 250

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

603





Datum = 572.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW FHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHE)	[illegible]

LEGEND (PLAN): PROPOSED ROW, PROPOSED MEDIAN, EXISTING CENTRE LINE, EXISTING ROAD EDGE, EXISTING SHOULDER EDGE, EXISTING TOE LINE, PROPOSED CARRIAGEWAY EDGE, PROPOSED SHOULDER EDGE, PROPOSED SERVICE ROAD EDGE, PROPOSED HUME DRAIN, RAILWAY TRACK, KILOMETER LOCATION, TRANSITION START CHAINAGE, CURVE START CHAINAGE, CURVE END CHAINAGE, TRANSITION END CHAINAGE

LEGEND (PROFILE): PROFILE CURVE, LEFTSIDE CURVE, EXISTING GL BELOW LHE, EXISTING GL BELOW FHE, EXISTING ROAD LEVEL

BORE WELL, TAP, PUMP HOUSE, MANHOLE, OFC, WATER TANK, TOWER, KILOMETER STONE, PILLAR, ROAD BOUNDARY, GATE, EXISTING BUS STAND, WELL, TEMPLE, PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

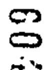
DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH '09

PROJECT: 4/6 - LANING OF DURGAPUR TO HOSPET SECTION OF NH 13, PACKAGE-2: FROM Km.202+000 TO Km. 209+000

SHEET: PLAN AND PROFILE FROM Km 206+000 TO Km 209+000

C-718

NATIONAL HIGHWAYS AUTHORITY OF INDIA



← TO BIJAPUR

TO HOSPET →

Datum = 558.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LINE)	[illegible]

LEGEND (PLAN):

LEGEND (PROFILE):

REVISIONS

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH '99

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-2: FROM Km 202+000 TO Km [illegible]

TITLE: PLAN AND PROFILE FROM Km [illegible] TO Km [illegible]

SCALE: H. 1:2500, V. 1:250 DRG. NO.: [illegible]

C-715

NATIONAL HIGHWAYS AUTHORITY OF INDIA





605

← TO BIJAPUR

TO HOSPET →

Datum = 530.000

Profile row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN): [illegible]

LEGEND (PROFILE): [illegible]

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	[illegible]
DRAWN	[illegible]
CHECKED	[illegible]
APPROVED	[illegible]
DATE	MARCH '99

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-2: FROM Km.202+000 TO Km.216+000

TITLE: PLAN AND PROFILE FROM Km 207+000 TO Km 208+000

SCALE: H 1:2000, V 1:250 DRG. NO.: BOP/C-716/RHO/DRW/PP-107

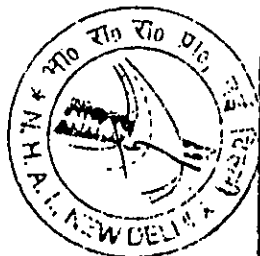
C-716

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

← TO BIJAPUR

TO HOSPET →



909

Datum = 320.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHE)	[illegible]

LEGEND (PLAN):

LEGEND (PROFILE):

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED

DRAWN

CHECKED

APPROVED

DATE

MARCH '97

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13

PACKAGE-II FROM Km. 202+000 TO Km. 2[illegible]9+800

TITLE: PLAN AND PROFILE FROM Km 2[illegible]+000 TO Km 2[illegible]+000

SCALE: H 1:250, V:250

NATIONAL HIGHWAYS AUTHORITY OF INDIA

716



607

← TO BIJAPUR

TO HOSPET →

Datum = 569.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHS	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHS	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHS)	[illegible]

LEGEND (PLAN) / LEGEND (PROFILE)

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVP
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-III FROM Km.203+000 TO Km. 230+000

TITLE: PLAN AND PROFILE FROM Km 209+000 TO Km 210+000

SCALE: H 1:2000 V 1:200

C-718

GMR CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

← TO BIJAPUR

TO HOSPET →

Datum = 567.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE

FINISHED ROAD LEVEL RIGHT MEDIAN EDGE

EXISTING GROUND/ROAD LEVEL BELOW LHE

EXISTING GROUND/ROAD LEVEL BELOW RHE

EXISTING ROAD C LEVEL

GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY

VERTICAL ALIGNMENT LEFT MEDIAN EDGE

VERTICAL ALIGNMENT RIGHT MEDIAN EDGE

HORIZONTAL ALIGNMENT

SUPERELEVATION

DESIGN CHAINAGE (LHE)

LEGEND (PLAN)

LEGEND (PROFILE)

NO | DATE | DESCRIPTION | DRAWN | CHECKED | APPROVED

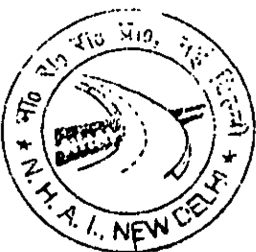
REVISIONS

DESIGNED | DRAWN | CHECKED | APPROVED | DATE

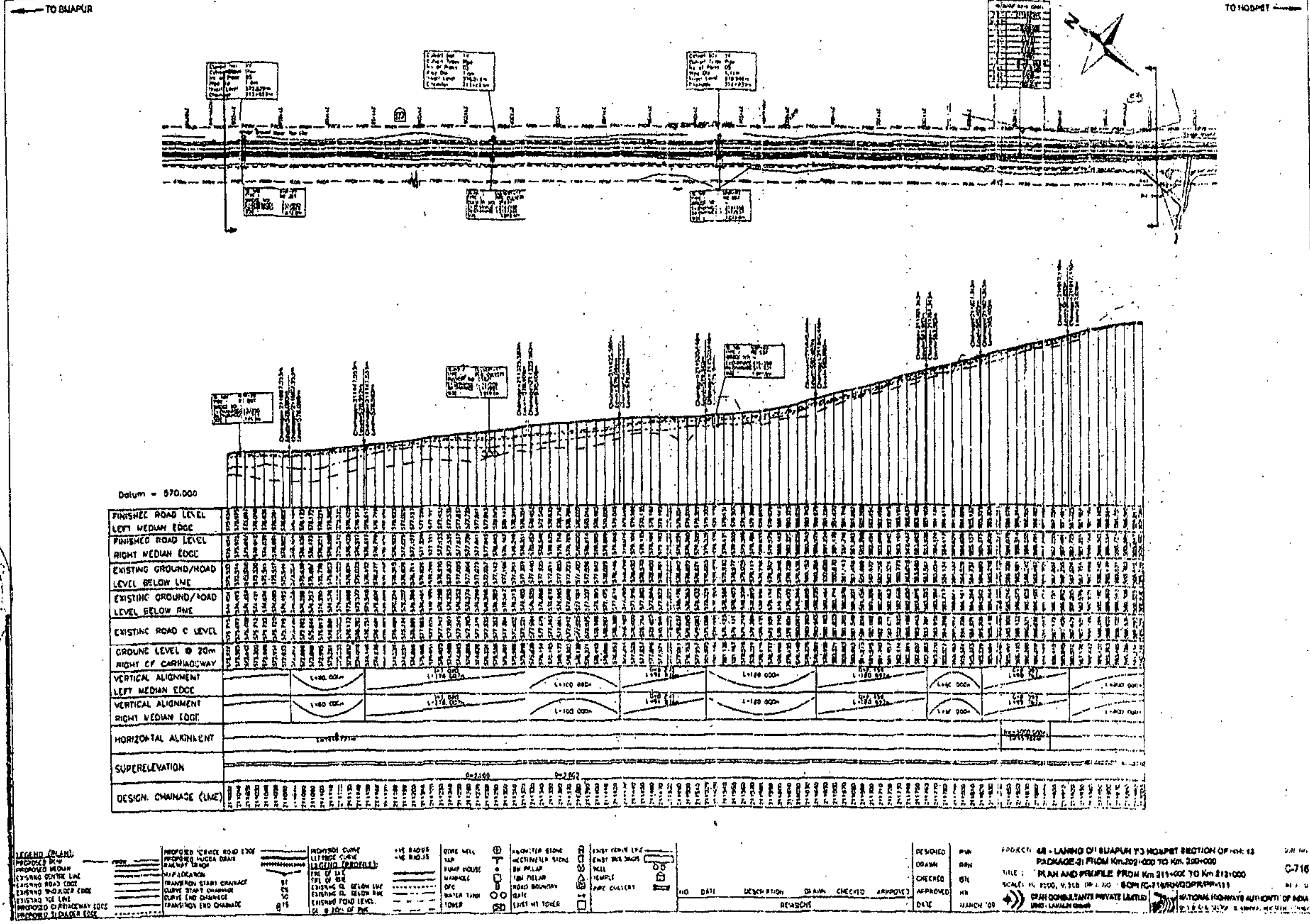
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE: FROM Km 200+000 TO Km 250+000

TITLE: PLAN AND PROFILE FROM Km 210+000 TO Km 211+000

NATIONAL HIGHWAYS AUTHORITY OF INDIA



609



TO BIJAPUR
TO HOSPET
Datum = 570.000
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHE)
LEGEND (PLAN):
LEGEND (PROFILE):
NO. DATE DESCRIPTION DRAWN CHECKED APPROVED
REVISIONS
DESIGNED
DRAWN
CHECKED
APPROVED
DATE
MARCH '09
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13
PACKAGE-2) FROM Km.202+000 TO Km.259+000
TITLE : PLAN AND PROFILE FROM Km 211+000 TO Km 213+000
C-716
SPAN CONSULTANTS PRIVATE LIMITED
NATIONAL HIGHWAYS AUTHORITY OF INDIA

TO BIJAPUR

TO HOSPET

N

Datum = 580.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHE)

LEGEND (PLAN)

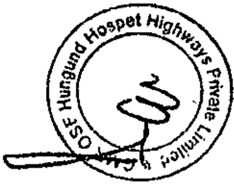
LEGEND (PROFILE)

REVISIONS		
DESIGNED		
DRAWN		
CHECKED		
APPROVED		
DATE	MARCH '99	

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-6 FROM Km 200+000 TO Km 250+000

TITLE: PLAN AND PROFILE FROM Km 212+000 TO Km 213+000

610



611

← TO BIJAPUR

TO HOSPET →

Datum = 563.000

Profile row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHE)	[illegible]

LEGEND (PLAN):
PROPOSED ROW
PROPOSED MEDIAN
EXISTING CENTRE LINE
EXISTING ROAD EDGE
EXISTING SHOULDER EDGE
EXISTING TOE LINE
PROPOSED CARRIAGEWAY EDGE
PROPOSED SHOULDER EDGE
PROPOSED SERVICE ROAD EDGE
PROPOSED PUCCA DRAIN
RAILWAY TRACK
SUPERELEVATION
TRANSITION START CHAINAGE
CURVE START CHAINAGE
CURVE END CHAINAGE
TRANSITION END CHAINAGE
RIGHTSIDE CURVE
LEFTSIDE CURVE

LEGEND (PROFILE):
FRL OF LHE
FRL OF RHE
EXISTING GL BELOW LHE
EXISTING GL BELOW RHE
EXISTING ROAD LEVEL
GL @ 20m OF RHE
+VE RADIUS
-VE RADIUS

BORE WELL
TAP
PUMP HOUSE
MANHOLE
OFC
WATER TANK
TOWER
KILOMETER STONE
HECTOMETER STONE
RP PILLAR
TDM PILLAR
ROAD BOUNDARY
GATE
LEFT HT TOWER
EXIST FENCE LINE
EXIST BUILDINGS
WELL
TEMPLE
PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	RSN
CHECKED	DJL
APPROVED	KN
DATE	MARCH '09

PROJECT: 4R - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-II: FROM Km.202+000 TO Km. 299+000

TITLE: PLAN AND PROFILE FROM Km 213+000 TO Km 214+000

SCALE: H. 1:2500, V. 1:250 DRG. NO.: BOPL/C-716/HHOOPT/PP-113

C-716

SPAN CONSULTANTS PRIVATE LIMITED
SNC-LAVALIN Group

NATIONAL HIGHWAYS AUTHORITY OF INDIA

612



GMR OSF Hungund Hospet Highways Private Limited

← TO BIJAPUR

TO HOSPET →

Datum = 390.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHE)	[illegible]

LEGEND (PLAN): PROPOSED ROW, PROPOSED MEDIAN, EXISTING CENTRE LINE, EXISTING ROAD EDGE, EXISTING SHOULDER EDGE, EXISTING TOE LINE, PROPOSED CARRIAGEWAY EDGE, PROPOSED SHOULDER EDGE, PROPOSED SERVICE ROAD EDGE, PROPOSED PUCCA DRAIN, RAISED KERB, INTERSECTION, TRANSITION START CHAINAGE, CURVE START CHAINAGE, CURVE END CHAINAGE, TRANSITION END CHAINAGE, RIGHTSIDE CURVE, LEFTSIDE CURVE

LEGEND (PROFILE): EXISTING GL BELOW LHE, EXISTING GL BELOW RHE, EXISTING ROAD LEVEL, GL @ 20m OF RHE

BORE WELL, TAP, PUMP HOUSE, MANHOLE, CFD, WATER TANK, TOMB, KILOMETER STONE, HECTOMETER STONE, TP PILLAR, HT PILLAR, ROAD BOUNDARY, GATE, EXIST HT TOWER, EXIST PLACE LINE, EXIST BUILDINGS, WELL, TEMPLE, PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED: [illegible] DRAWN: [illegible] CHECKED: [illegible] APPROVED: [illegible] DATE: MARCH '[illegible]

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-[illegible] FROM Km 202+000 TO Km 2[illegible]+000

TITLE: PLAN AND PROFILE FROM Km 214+000 TO Km 216+000

SCALE H 1:250 V 1:25 DRG. NO. SCPL/[illegible]-114

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

613

TO BIJAPUR

TO HOSPET

Datum = 603.300

FINISHED ROAD LEVEL LEFT MEDIAN EDGE

FINISHED ROAD LEVEL RIGHT MEDIAN EDGE

EXISTING GROUND/ROAD LEVEL BELOW LHE

EXISTING GROUND/ROAD LEVEL BELOW RHE

EXISTING ROAD Ꞓ LEVEL

GROUND LEVEL @ 30m RIGHT OF CARRIAGEWAY

VERTICAL ALIGNMENT LEFT MEDIAN EDGE

VERTICAL ALIGNMENT RIGHT MEDIAN EDGE

HORIZONTAL ALIGNMENT

SUPERELEVATION

DESIGN CHAINAGE (LHE)

LEGEND (PLAN)

LEGEND (PROFILE)

NO. | DATE | DESCRIPTION | DRAWN | CHECKED | APPROVED

REVISIONS

DESIGNED

DRAWN

CHECKED

APPROVED

DATE

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2) FROM Km 202+000 TO Km 2[illegible]+000

TITLE: PLAN AND PROFILE FROM Km 21[illegible] TO Km 21[illegible]

SCALE: H 1:2000, V 1:200

C-715

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

614

← TO BIJAPUR

TO HOSPET →

Datum = 607.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 30m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN) · LEGEND (PROFILE)

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED · DRAWN · CHECKED · APPROVED · DATE: MARCH '07

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13, PACKAGE-II FROM Km 202+000 TO Km 299+000

TITLE: PLAN AND PROFILE FROM Km 21?+000 TO Km 217+000

SCALE: H 1:2?0, V 1:?0 · DRG. NO.: [illegible]

[illegible] CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

716

(19)

← TO BIJAPUR

TO HOSPET →

N

Datum = 600.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHS)

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH '06

PLAN AND PROFILE FROM Km 217+[illegible] TO Km 218+000

C-718

NATIONAL HIGHWAYS AUTHORITY OF INDIA

Hungund Hospet Highways Private Limited

615

616

TO BIJAPUR

TO HOSPET

N

Datum = 600.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LME	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RME	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN)
PROPOSED ROW
PROPOSED MEDIAN
EXISTING CENTRE LINE
EXISTING ROAD EDGE
EXISTING SHOULDER EDGE
EXISTING TOE LINE
PROPOSED CARRIAGEWAY EDGE
PROPOSED SHOULDER EDGE
PROPOSED SERVICE ROAD EDGE
PROPOSED PUCCA DRAIN
RAILWAY TRACK
H.I.P. LOCATION
TRANSITION START CHAINAGE
CURVE START CHAINAGE
CURVE END CHAINAGE
TRANSITION END CHAINAGE
RIGHTSIDE CURVE
LEFTSIDE CURVE
LEGEND (PROFILE)
FRL OF LME
FRL OF RME
EXISTING GL BELOW LME
EXISTING GL BELOW RME
EXISTING ROAD LEVEL
GL @ 20m OF RME
+VE RADIUS
-VE RADIUS
BORE WELL
TAP
PUMP HOUSE
MANHOLE
DFC
WATER TANK
TOWER
KILOMETER STONE
HECTOMETER STONE
OH PILLAR
TBM PILLAR
ROAD BOUNDARY
GATE
EXIST HT TOWER
EXIST FENCE LINE
EXIST BUILDINGS
WELL
TEMPLE
PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	PVR
DRAWN	PPH
CHECKED	GIL
APPROVED	KH
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13
PACKAGE-II FROM Km.202+000 TO Km.260+000

TITLE: PLAN AND PROFILE FROM Km 218+500 TO Km 219+000

SCALE: H 2500, V 250 DWG. NO.: SCPL/C-118/BJ/DCP/PP-118

SPAN CONSULTANTS PRIVATE LIMITED
UNO-LAHAUM Group

NATIONAL HIGHWAYS AUTHORITY OF INDIA

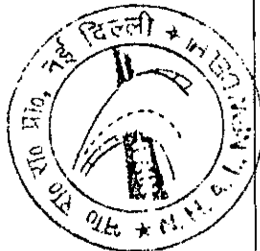


← TO BIJAPUR

TO HOSPET →

Datum = 610.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LME	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RME	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]



617

LEGEND (PLAN)

PROPOSED ROW

PROPOSED MEDIAN

EXISTING CENTRE LINE

EXISTING ROAD EDGE

EXISTING SHOULDER EDGE

EXISTING ROW LINE

PROPOSED CARRIAGEWAY EDGE

PROPOSED SHOULDER EDGE

PROPOSED SERVICE ROAD EDGE

PROPOSED PUCCA DRAIN

RAILWAY TRACK

TRANSITION START CHAINAGE — ST

CURVE START CHAINAGE — CS

CURVE END CHAINAGE — SC

TRANSITION END CHAINAGE — TS

LEGEND (PROFILE)

EXISTING GL BELOW LME

EXISTING GL BELOW RME

EXISTING ROAD LEVEL

BORE WELL

PUMP HOUSE

MANHOLE

WATER TANK

TOWER

ELECTRIC POLE

KM STONE

ROAD BOUNDARY

GATE

EXIST HT TOWER

EXIST FENCE LINE

EXIST BUILDINGS

WELL

TEMPLE

PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED	PVR
DRAWN	RPN
CHECKED	GPL
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13
PACKAGE-2: FROM Km.202+000 TO Km.250+000

TITLE: PLAN AND PROFILE FROM Km 219+000 TO Km 220+000

SCALE: H 1:2500, V:250

C-710

SPAN CONSULTANTS PRIVATE LIMITED (SNC-LAVALIN GROUP)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

TO BIJAPUR

TO HOSPET

Datum = 610.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHE)	[illegible]

LEGEND (PLAN)

LEGEND (PROFILE)

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED

DRAWN

CHECKED

APPROVED

DATE

PROJECT: 4/6 LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2 FROM Km 202+000 TO Km 258+000

TITLE: PLAN AND PROFILE FROM Km 239+000 TO Km 2[illegible]

SCALE: [illegible]

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

618



← TO BIJAPUR

TO HOSPET →

Datum = 610.000

Row
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LME)

LEGEND (PLAN)

LEGEND (PROFILE)

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

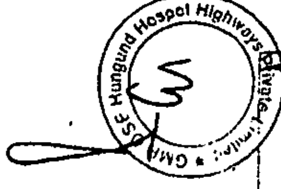
DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-... FROM Km 202+000 TO Km 2...+000

TITLE: PLAN AND PROFILE FROM Km 221+000 TO Km 222+000

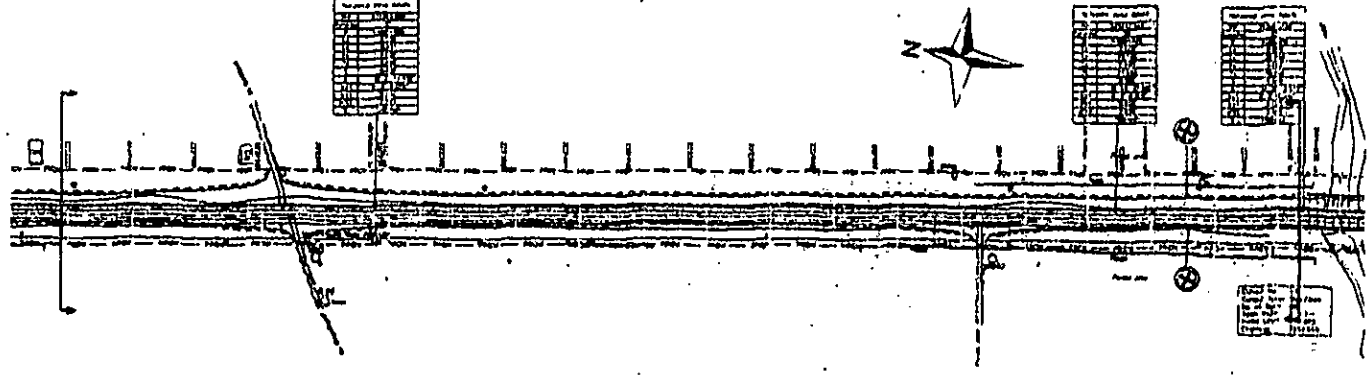
C-716

NATIONAL HIGHWAYS AUTHORITY OF INDIA



TO BIJAPUR

TO HOSPET



Datum = 616.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGENDS (PLAN): PROPOSED ROW, PROPOSED MEDIAN, EXISTING CENTRE LINE, EXISTING ROAD EDGE, EXISTING SHOULDER EDGE, EXISTING TOE LINE, PROPOSED CARRIAGEWAY EDGE, PROPOSED SHOULDER EDGE, PROPOSED SERVICE ROAD EDGE, PROPOSED RAILWAY, TRANSITION START CHAINAGE, CURVE START CHAINAGE, CURVE END CHAINAGE, TRANSITION END CHAINAGE

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED / DRAWN / CHECKED / APPROVED / DATE: MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-3) FROM Km 202+000 TO Km 230+000

TITLE: PLAN AND PROFILE FROM Km 222+000 TO Km 223+000

TATA CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

620

621



TO BIJAPUR

TO HOSPET

N

Datum = 610.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHE)	[illegible]

LEGEND (PLAN): PROPOSED ROW, PROPOSED SECTION, EXISTING CENTRE LINE, EXISTING ROAD EDGE, EXISTING SHOULDER EDGE, EXISTING TOE LINE, PROPOSED CARRIAGEWAY EDGE, PROPOSED SHOULDER EDGE, PROPOSED SERVICE ROAD EDGE, PROPOSED PUCCA DRAIN, RAILWAY TRACK, HIP LOCATION, TRANSITION START CHAINAGE (ST), CURVE START CHAINAGE (CS), CURVE END CHAINAGE (SC), TRANSITION END CHAINAGE (TS)

LEGEND (PROFILE): FRL OF LHE, FRL OF RHE, EXISTING GL BELOW LHE, EXISTING GL BELOW RHE, EXISTING ROAD LEVEL, GL @ 20m OF RHE, +VE RADIUS, -VE RADIUS

BORE WELL, TAP, PUMP HOUSE, MANHOLE, OFC, WATER TANK, TOWER, KILOMETER STONE, HECTOMETER STONE, DH PILLAR, TBM PILLAR, ROAD BOUNDARY, GATE, EXISTING HT TOWER, EXIST FENCE LINE, EXIST BUILDINGS, WELL, TEMPLE, PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	PVP
DRAWN	PNN
CHECKED	BTL
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-21 FROM Km.202+000 TO Km. 258+000

TITLE: PLAN AND PROFILE FROM Km 223+000 TO Km 224+000

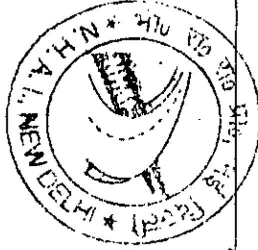
SCALE: H: 2500, V: 250 DRG. NO. : SCR/TC-718/NH/DOPP/PP-123

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

C-718

REV. 0





622

← TO BIJAPUR

TO HOSPET →

N

Datum = 020.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LME)	[illegible]

LEGEND (PLAN):
PROPOSED ROW
PROPOSED MEDIAN
EXISTING CENTRE LINE
EXISTING ROAD EDGE
EXISTING SHOULDER EDGE
EXISTING TOE LINE
PROPOSED CARRIAGEWAY EDGE
PROPOSED SHOULDER EDGE
PROPOSED SERVICE ROAD EDGE
PROPOSED PUCCA DRAIN
RAILWAY TRACK
HT LOCATION
TRANSITION START CHAINAGE TS
CURVE START CHAINAGE CS
CURVE END CHAINAGE CE
TRANSITION END CHAINAGE TE
RIGHTSIDE CURVE
LEFTSIDE CURVE
LEGEND (PROFILE):
FRL OF LHE
FRL OF RHE
EXISTING GL BELOW LHE
EXISTING GL BELOW RHE
EXISTING ROAD LEVEL
GL @ 20m OF RHE
+VE RADIUS
-VE RADIUS
BORE WELL
TAP
PUMP HOUSE
MANHOLE
OFC
WATER TANK
TOWER
KILOMETER STONE
HECTOMETER STONE
BM PILLAR
TBM PILLAR
ROAD BOUNDARY
GATE
EXIST HT TOWER
EXIST FENCE LINE
EXIST BUILDINGS
WELL
TEMPLE
PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	[illegible]
CHECKED	ETL
APPROVED	AN
DATE	MARCH '05

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2: FROM Km [illegible] TO Km. [illegible]

TITLE: PLAN AND PROFILE FROM Km [illegible] TO Km [illegible]

SCALE: H 1:2000, V 1:[illegible] DRG. NO.: [illegible]

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

623



← TO BIJAPUR

TO HOSPET →

Datum = 630.000

Profile	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHE)	[illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; KM.P LOCATION; TRANSITION START CHAINAGE (ST); CURVE START CHAINAGE (CS); CURVE END CHAINAGE (SC); TRANSITION END CHAINAGE (TS); RIGHTSIDE CURVE; LEFTSIDE CURVE

LEGEND (PROFILE): FRL OF LHE; FRL OF RHE; EXISTING GL. BELOW LHE; EXISTING GL. BELOW RHE; EXISTING ROAD LEVEL; GL. @ 20m OF RHE; +VE RADIUS; -VE RADIUS

BORE WELL; TAP; PUMP HOUSE; MANHOLE; OFC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; OH PILLAR; SEU PILLAR; ROAD BOUNDARY; GATE; EXIST HT TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED	SVR
DRAWN	SRH
CHECKED	BTN
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH. 13
PACKAGE-2: FROM Km. 202+000 TO Km. 299+000

TITLE: PLAN AND PROFILE FROM Km 224+000 TO Km 226+000

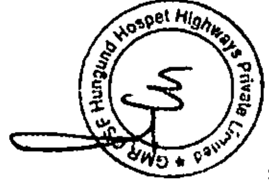
SCALE: H: 2500, V: 250 DRG. NO.: BOPR/O-710/RS/DDP/P/PP-135

C-710

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA





TO BIJAPUR

TO HOSPET

TOLL PLAZA

Datum = 620.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	L=200.000m
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	L=200.000m
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LME)	[illegible]

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

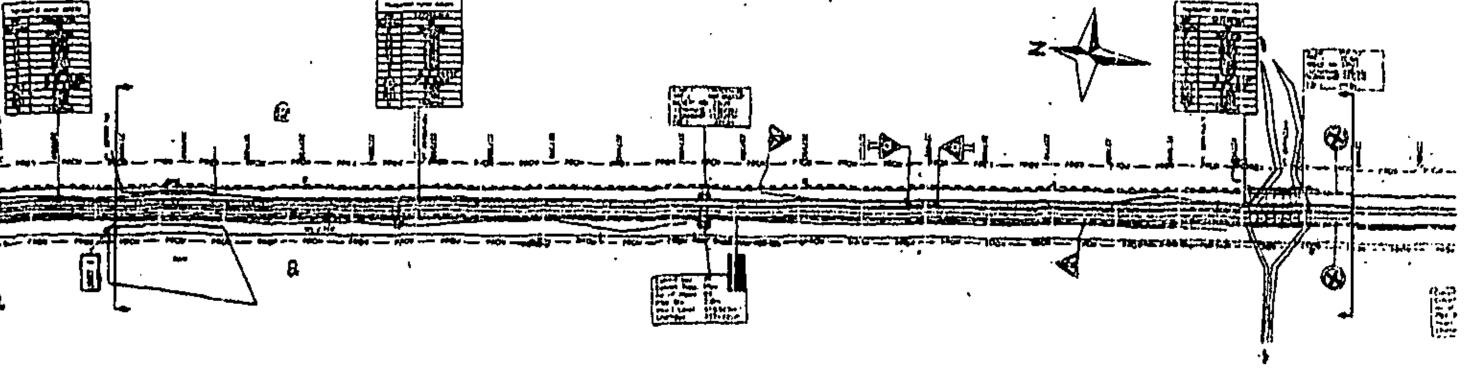
DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH '05

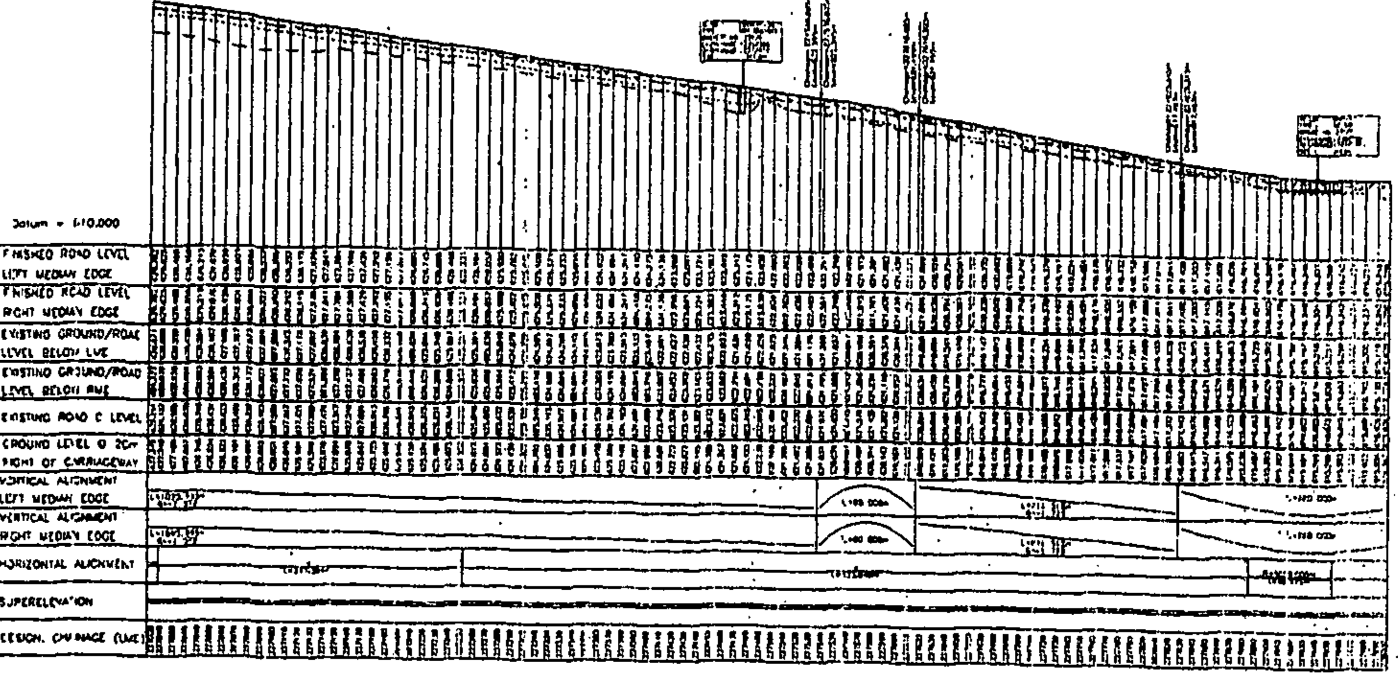
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2 FROM Km.201+000 TO Km. 230+000

TITLE: PLAN AND PROFILE FROM Km 226+800 TO Km 227+000

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NATIONAL HIGHWAYS AUTHORITY OF INDIA





LEGEND (PLAN): PROPOSED ROW, PROPOSED MEDIAN, EXISTING CENTRE LINE, EXISTING ROAD EDGE, EXISTING SHOULDER EDGE, EXISTING TOE LINE, PROPOSED CARRIAGEWAY EDGE, PROPOSED SERVICE ROAD EDGE, PROPOSED PUCCA DRAIN, RAILWAY TRACK, HLP LOCATION, TRANSITION START CHAINAGE, CURVE START CHAINAGE, CURVE END CHAINAGE, TRANSITION END CHAINAGE

LEGEND (PROFILE)

DESIGNED · DRAWN · CHECKED · APPROVED · DATE

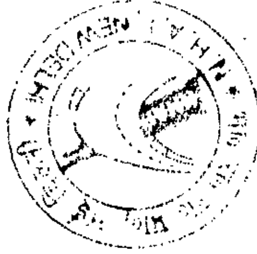
PACKAGE-21 FROM Km 203+000 TO Km 230+000

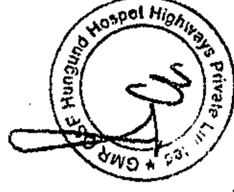
TITLE : PLAN AND PROFILE FROM Km 227+000 TO Km 228+000

C-715

NATIONAL HIGHWAYS AUTHORITY OF INDIA

625





929
—
5

TO BIJAPUR ← → TO HOSPET

Datum = 613.000

Profile rows
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LMC
EXISTING GROUND/ROAD LEVEL BELOW RMC
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LMC)

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED TUCCA DRAIN; RAILWAY TRACK; HLP LOCATION; TRANSITION START CHAINAGE (ST); CURVE START CHAINAGE (CS); CURVE END CHAINAGE (SC); TRANSITION END CHAINAGE (TS); RIGHTSIDE CURVE; LEFTSIDE CURVE

LEGEND (PROFILE): FRL OF LMC; FRL OF RMC; EXISTING GL BELOW LMC; EXISTING GL BELOW RMC; EXISTING ROAD LEVEL; GL @ 20m OF RMC; +VE RADIUS; -VE RADIUS; BORE WELL; TAP; PUMP HOUSE; MANHOLE; EEC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; GM PILLAR; TBM PILLAR; ROAD BOUNDARY; GATE; EXISTING HT TOWER; EXISTING FENCE LINE; EXISTING BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	PVP
DRAWN	RPH
CHECKED	BIS
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-2 FROM Km.202+000 TO Km. 259+000

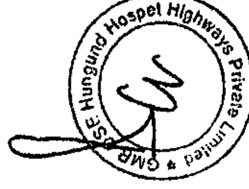
TITLE: PLAN AND PROFILE FROM Km 228+000 TO Km 229+000

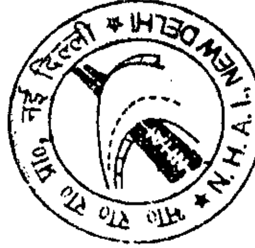
SCALE: H: 2500 V:250 DRG. NO:

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

C-71R





627

← TO BIJAPUR — TO HOSPET →

Datum = 610.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LME	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RME	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; TRANSITION START CHAINAGE; CURVE START CHAINAGE; CURVE END CHAINAGE; TRANSITION END CHAINAGE; RIGHTSIDE CURVE; LEFTSIDE CURVE

LEGEND (PROFILE): EXISTING GL BELOW LME; EXISTING GL BELOW RME; EXISTING ROAD LEVEL; GL @ 20m OF RME

BORE WELL; TAP; PUMP HOUSE; MANHOLE; OFC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; BM PILLAR; TOLL PILLAR; ROAD BOUNDARY; GATE; EXIST HT TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED		DRAWN		CHECKED		APPROVED		DATE
[illegible]		[illegible]		[illegible]		[illegible]		MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2: FROM Km.202+000 TO Km. 259+000

TITLE: PLAN AND PROFILE FROM Km 229+000 TO Km 230+000

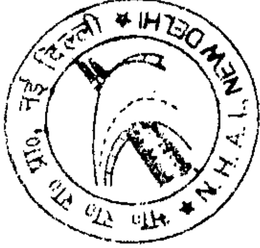
SCALE: H 1:2500, V 1:250 DRG. NO.: BCPL/C-F1/BRH/DOP/PP-129

C-718

BRAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

627





628

5

← TO BIJAPUR

TO HOSPET →

Datum = 613.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHE)	230+000 … [illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED TUDOR DRAIN; RAILWAY TRACK; HAR LOCATION; TRANSITION START CHAINAGE (ST); CURVE START CHAINAGE (CS); CURVE END CHAINAGE (SC); TRANSITION END CHAINAGE (TS)

LEGEND (PROFILE): RIGHTSIDE CURVE; LEFTSIDE CURVE; FRL OF LHE; FRL OF RHE; EXISTING GL BELOW LHE; EXISTING GL BELOW RHE; EXISTING ROAD LEVEL; GL @ 20m OF RHE; +VE RADIUS; -VE RADIUS

BORE WELL; LAMP; PUMP HOUSE; MANHOLE; OFC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; BM PILLAR; ROW PILLAR; ROAD BOUNDARY; GATE; EXIST HT TOWER; EXIST FENCE LINE; EXIST BUILDING; WELL; TEMPLE; PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVM
DRAWN	RBN
CHECKED	GTI
APPROVED	KH
DATE	MARCH '05

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-21 FROM Km 202+000 TO Km 250+000

TITLE: PLAN AND PROFILE FROM Km 230+000 TO Km 231+000

SCALE: H: 1:2000 V: 1:250; DRG. NO.: SCPL/O-11[illegible]/PP-130

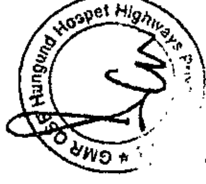
C-71

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

629





TO BIJAPUR

TO HOSPET

Datum = 610.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LME)

LEGEND (PLAN): PROPOSED ROW, PROPOSED MEDIAN, EXISTING CENTRE LINE, EXISTING ROAD EDGE, EXISTING SHOULDER EDGE, EXISTING TOE LINE, PROPOSED CARRIAGEWAY EDGE, PROPOSED SHOULDER EDGE, PROPOSED SERVICE ROAD EDGE, PROPOSED PUCCA DRAIN, BALWAY WALK, H.I.P. LOCATION, TRANSITION START CHAINAGE (ST), CURVE START CHAINAGE (CS), CURVE END CHAINAGE (SC), TRANSITION END CHAINAGE (TS)

RIGHTSIDE CURVE (+VE RADIUS), LEFTSIDE CURVE (-VE RADIUS)

LEGEND (PROFILE): FRL OF LHE, FRL OF RHE, EXISTING GL BELOW LHE, EXISTING GL BELOW RHE, EXISTING ROAD LEVEL, GL @ 20m OF RHE

BORE WELL, TAP, PUMP HOUSE, MANHOLE, OFC, WATER TANK, TOWER, KILOMETER STONE, HECTOMETER STONE, OH PILLAR, TOM PILLAR, ROAD BOUNDARY, GATE, EXIST HT TOWER, EXIST FENCE LINE, EXIST BUILDINGS, WELL, TEMPLE, PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	BRR
CHECKED	BTL
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-2: FROM Km.202+000 TO Km. 259+000

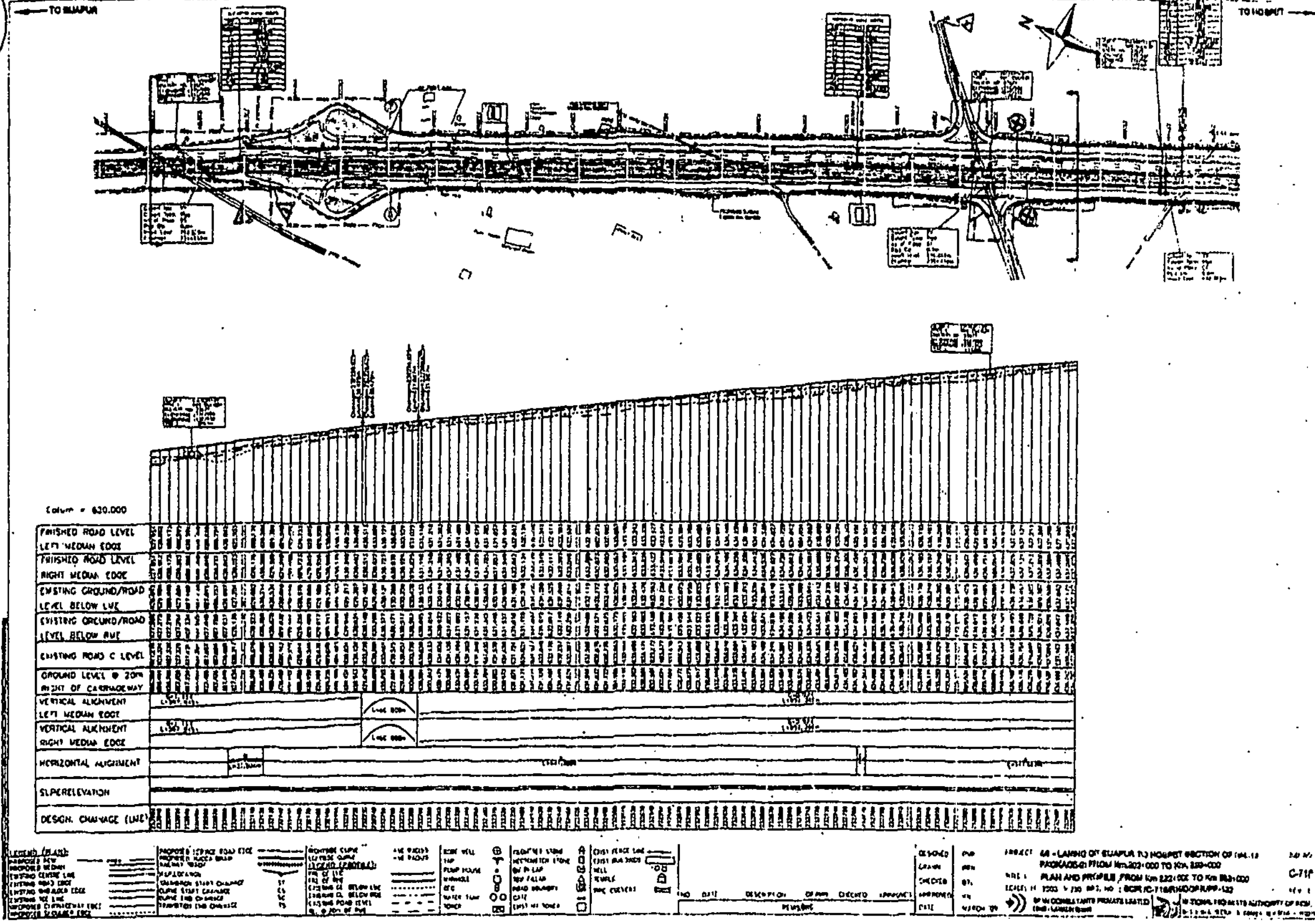
TITLE: PLAN AND PROFILE FROM Km 231+000 TO Km 232+000

SCALE: H. 2500, V. 250 DRG. No.: BCPL/C-716/RH/DOPR/PP-151

C-716

BHAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA


TO BIJAPUR
TO HOSPET
Datum = 630.000
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (km)
PLAN AND PROFILE

631



← TO BIJAPUR

TO HOSPET →

Datum = 634.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LHE)

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED

DRAWN

CHECKED

APPROVED

DATE

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-II FROM Km.202+000 TO Km.290+000

TITLE: PLAN AND PROFILE FROM Km 233+000 TO Km 234+000

C-718

NATIONAL HIGHWAYS AUTHORITY OF INDIA





← TO BIJAPUR

TO HOSPET →

Datum = 640.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LME	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RME	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LME)	[illegible]

LEGEND (PLAN) — LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH 03

PROJECT : 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2 FROM Km.20?+000 TO Km.2??+000

TITLE : PLAN AND PROFILE FROM Km 234+000 TO Km 235+000

SCALE : H. 1:2500 V. 1:250 DRG. NO. : SCPL/C-11/ST/HOC/PR/PP-134

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NATIONAL HIGHWAYS AUTHORITY OF INDIA

C-718

633





TO BIJAPUR ⟵ ⟶ TO HOSPET

Datum = 340.000

Profile rows	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 30m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	L=300.000m; L=460.000m; L=400.000m; L=460.000m
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	L=300.000m; L=460.000m; L=400.000m; L=460.000m
HORIZONTAL ALIGNMENT	STRAIGHT
SUPERELEVATION	
DESIGN CHAINAGE (LHS)	[illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING ROW LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; HI/P LOCATION; TRANSITION START CHAINAGE; CURVE START CHAINAGE; CURVE END CHAINAGE; TRANSITION END CHAINAGE; RIGHTSIDE CURVE; LEFTSIDE CURVE

LEGEND (PROFILE): FRL OF LHE; FRL OF RHE; EXISTING GL BELOW LHE; EXISTING GL BELOW RHE; EXISTING ROAD LEVEL; GL @ 30m OF RHE

BORE WELL; TAP; PUMP HOUSE; MANHOLE; OFC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; GPS PILLAR; TBM PILLAR; ROAD BOUNDARY; GATE; CAST IRON TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVP
DRAWN	GRN
CHECKED	BTL
APPROVED	MH
DATE	MARCH '09

PROJECT: 4/6 LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-3: FROM Km 202+000 TO Km 298+000 (partly legible)

TITLE: PLAN AND PROFILE FROM Km 230+000 TO Km 236+000 (partly legible)

SCALE: H: 1:2500, V 1:250 DRG NO: BCP/C-71/MRH/DD/PP/PP-136 (partly legible)

C-718 REV. 0

SPAN CONSULTANTS PRIVATE LIMITED (partly legible)

NATIONAL HIGHWAYS AUTHORITY OF INDIA (partly legible)

634

TO BIJAPUR

TO HOSPET

Datum = 635.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LHE)

LEGEND (PLAN)

LEGEND (PROFILE)

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED

DRAWN

CHECKED

APPROVED

DATE

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13

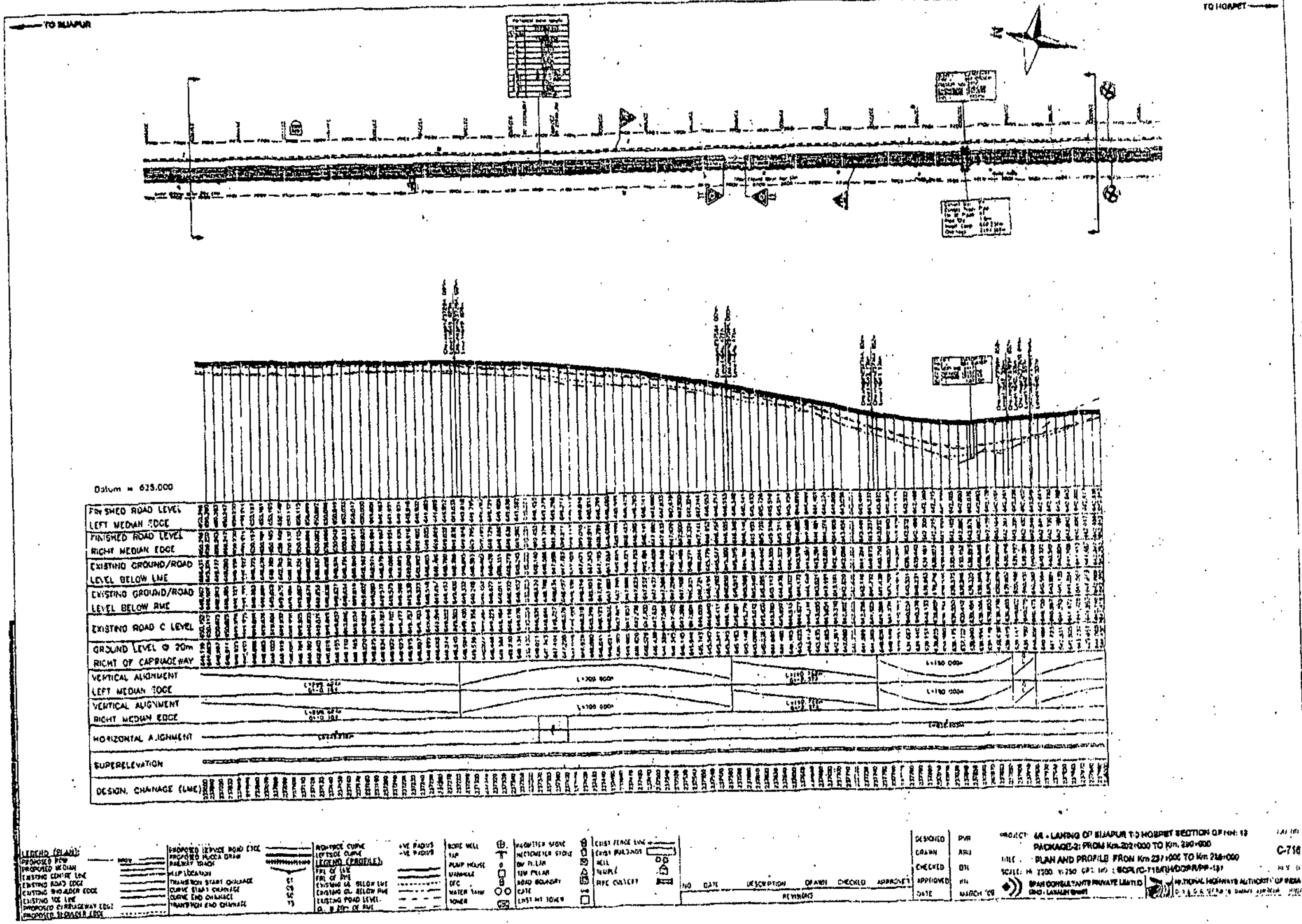
PACKAGE-2: FROM Km.202+000 TO Km. 258+000

TITLE: PLAN AND PROFILE FROM Km 236+000 TO Km 237+000

C-110

NATIONAL HIGHWAYS AUTHORITY OF INDIA

635


TO BIJAPUR
TO HOSPET
Datum = 635.000
FINISHED ROAD LEVEL
LEFT MEDIAN EDGE
FINISHED ROAD LEVEL
RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD
LEVEL BELOW LHE
EXISTING GROUND/ROAD
LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m
RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT
LEFT MEDIAN EDGE
VERTICAL ALIGNMENT
RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LHE)
LEGEND (PLAN)
LEGEND (PROFILE)
NO
DATE
DESCRIPTION
DRAWN
CHECKED
APPROVED
REVISIONS
DESIGNED
DATE
MARCH '09
PROJECT: 4/6 LANING OF BIJAPUR TO HOSPET SECTION OF NH-13
PACKAGE-2: FROM Km.202+000 TO Km.280+000
TITLE: PLAN AND PROFILE FROM Km 237+000 TO Km 238+000
SPAN CONSULTANTS PRIVATE LIMITED
NATIONAL HIGHWAYS AUTHORITY OF INDIA
C-716

636
―
5

TO BIJAPUR

TO HOSPET

N

Datum = 635.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHE)	[illegible]

LEGEND (PLAN): PROPOSED ROW, PROPOSED MEDIAN, EXISTING CENTRE LINE, EXISTING ROAD EDGE, EXISTING SHOULDER EDGE, EXISTING TOE LINE, PROPOSED CARRIAGEWAY EDGE, PROPOSED SHOULDER EDGE, PROPOSED SERVICE ROAD EDGE, PROPOSED PUCCA DRAIN, RAILWAY TRACK, HLP LOCATION, TRANSITION START CHAINAGE, CURVE START CHAINAGE, CURVE END CHAINAGE, TRANSITION END CHAINAGE, HORIZONTAL CURVE, LEFTSIDE CURVE

LEGEND (PROFILE): FRL OF LHE, FRL OF RHE, EXISTING G. BELOW LHE, EXISTING G. BELOW RHE, EXISTING ROAD LEVEL, G.L. @ 20m OF RHE, +VE RADIUS, -VE RADIUS

BORE WELL, TAP, PUMP HOUSE, MANHOLE, OFC, WATER TANK, TOWER, KILOMETER STONE, HECTOMETER STONE, GM PILLAR, TBM PILLAR, ROAD BOUNDARY, GATE, STREET HT TOWER, EXIST FENCE LINE, EXIST BUILDINGS, WELL, TEMPLE, PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PHR
DRAWN	RDN
CHECKED	DTL
APPROVED	FN
DATE	MARCH '07

PROJECT: 4B - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2) FROM Km.203+000 TO Km.289+000

TITLE: PLAN AND PROFILE FROM Km 228+000 TO Km 230+000

SCALE: H 2000 V:200 DRG No. BCPL/C-718/RO/DD/PP/PP-139

C-718

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

637
7

TO BIJAPUR

TO HOSPET

Datum = 615.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW MHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 80m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LMC)

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	DVB
DRAWN	SHN
CHECKED	DTL
APPROVED	HH
DATE	MARCH 07

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-2: FROM Km 202+000 TO Km 290+000

TITLE: PLAN AND PROFILE FROM Km 230+000 TO Km 240+000

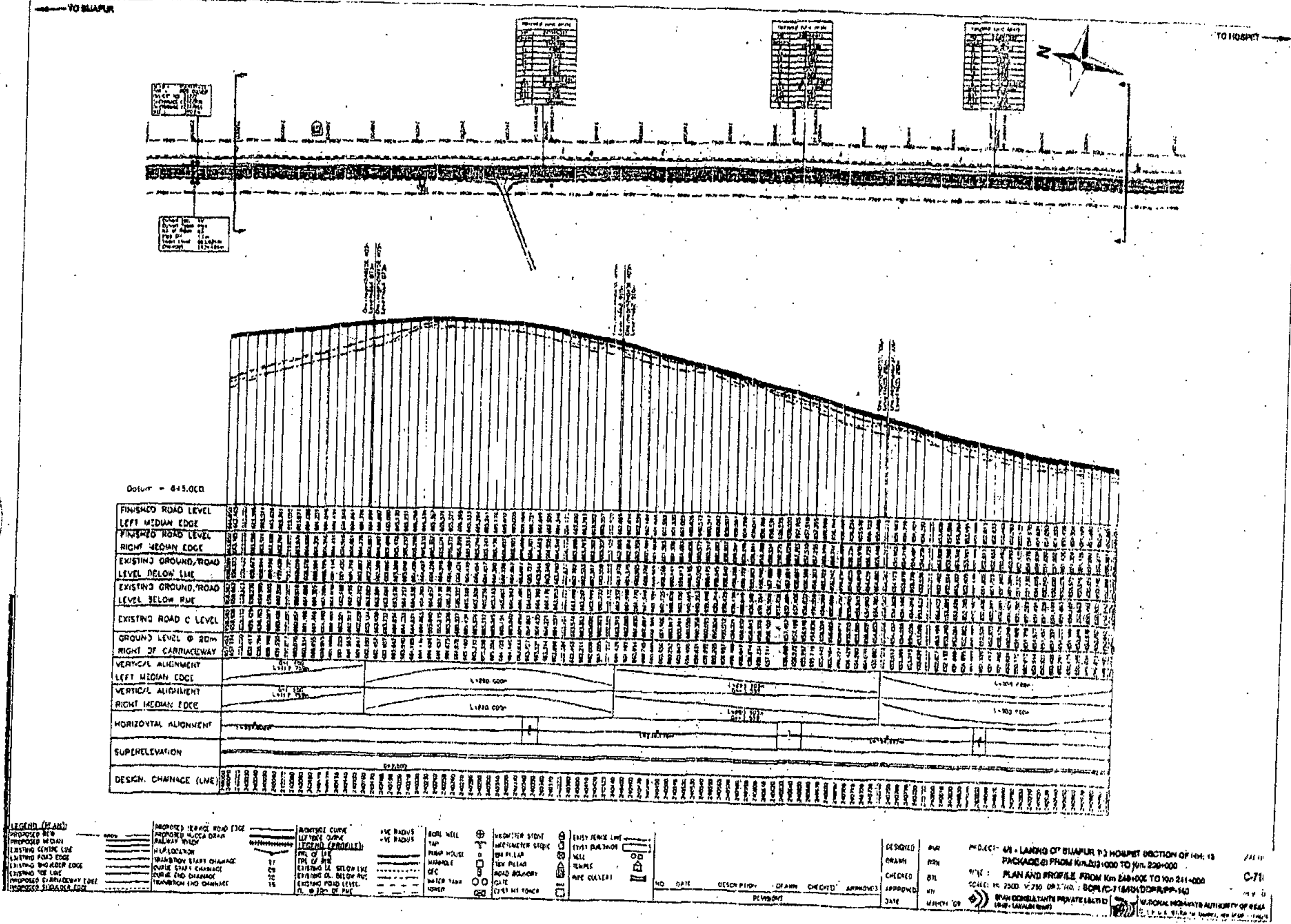
SCALE: H. 1:100, V. 1:250 DRG. NO. BOPL/C-718/RH/DCPR/PP-130

C-718

BRAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

638



TO BIJAPUR
TO HOSPET
N
Datum = 645.000
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHE)
LEGEND (PLAN)
LEGEND (PROFILE)
DESIGNED
DRAWN
CHECKED
APPROVED
DATE
REVISIONS
PLAN AND PROFILE FROM Km 240+000 TO Km 241+000
C-71
NATIONAL HIGHWAYS AUTHORITY OF INDIA

← TO BIJAPUR

TO HOSPET →

N

Datum = 635.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LME	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RME	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LME)	[illegible]

LEGEND (PLAN):
PROPOSED ROW
PROPOSED MEDIAN
EXISTING CENTRE LINE
EXISTING ROAD EDGE
EXISTING SHOULDER EDGE
EXISTING TOE LINE
PROPOSED CARRIAGEWAY EDGE
PROPOSED SHOULDER EDGE
PROPOSED SERVICE ROAD EDGE
PROPOSED PUCCA DRAIN
RAILWAY TRACK
H.I.P. LOCATION
TRANSITION START CHAINAGE — ST
CURVE START CHAINAGE — CS
CURVE END CHAINAGE — SC
TRANSITION END CHAINAGE — TS
RIGHTSIDE CURVE — +VE RADIUS
LEFTSIDE CURVE — -VE RADIUS
LEGEND (PROFILE):
FRL OF LME
FRL OF RME
EXISTING GL BELOW LME
EXISTING GL BELOW RME
EXISTING ROAD LEVEL
GL @ 20m OF RME
BORE WELL
TAP
PUMP HOUSE
MANHOLE
OFC
WATER TANK
TOWER
KILOMETER STONE
HECTOMETER STONE
BM PILLAR
TBM PILLAR
ROAD BOUNDARY
GATE
EXIST HT TOWER
EXIST FENCE LINE
EXIST BUILDINGS
WELL
TEMPLE
PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	RMN
CHECKED	BTL
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH: 13
PACKAGE-II: FROM Km.203+000 TO Km. 306+000

TITLE: PLAN AND PROFILE FROM Km 241+000 TO Km 243+000

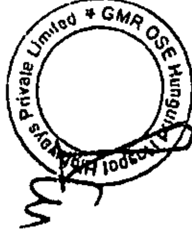
SCALE: H: 2500, V: 250 DRG NO: SCPL/C-718/R/HOD/PP/PP-161

DRG NO. C-718

REV. 0

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA



640

TO BIJAPUR

TO HOSPET

Datum = 425.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE

FINISHED ROAD LEVEL RIGHT MEDIAN EDGE

EXISTING GROUND/ROAD LEVEL BELOW LHE

EXISTING GROUND/ROAD LEVEL BELOW RHE

EXISTING ROAD C LEVEL

GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY

VERTICAL ALIGNMENT LEFT MEDIAN EDGE

VERTICAL ALIGNMENT RIGHT MEDIAN EDGE

HORIZONTAL ALIGNMENT

SUPERELEVATION

DESIGN CHAINAGE (LHE)

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED

DRAWN

CHECKED

APPROVED

DATE

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-(I) FROM Km 202+000 TO Km 299+000

TITLE: PLAN AND PROFILE FROM Km 242+000 TO Km 243+000

SCALE: H 1:2500, V 1:250

C-718

CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

TO BIJAPUR

TO HOSPET

Datum = 525.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LHE)

LEGEND (PLAN)

LEGEND (PROFILE)

PACKAGE-2 FROM Km 202.000 TO Km 250.000

PLAN AND PROFILE FROM Km 243.000 TO Km 244.000

C-718

DATE MARCH '99

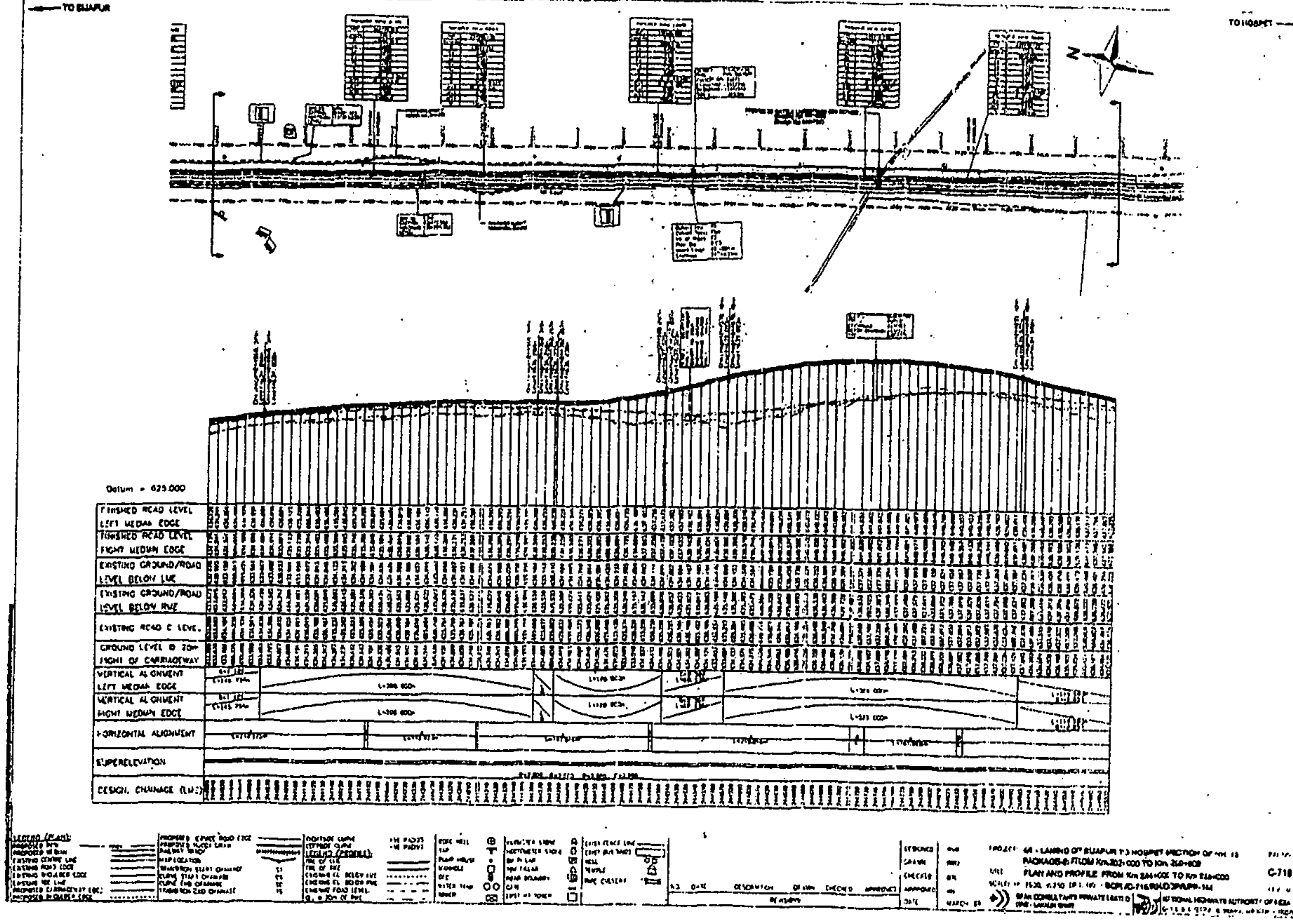
NATIONAL HIGHWAYS AUTHORITY OF INDIA

GMR OSE Hungund Hospet Highways Private Limited

N.H.A.I. NEW DELHI

149

642



TO BIJAPUR
TO HOSPET
N
Datum = 625.000
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (Km)
LEGEND (PLAN)
LEGEND (PROFILE)
PLAN AND PROFILE
C-718
N.H.A.I. NEW DELHI
GMR OSE Hungund Hospet Highways Private Limited

643



← TO BIJAPUR

TO HOSPET →

Datum = 618.000

Profile	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; [illegible]; TRANSITION START CHAINAGE ST; CURVE START CHAINAGE CS; CURVE END CHAINAGE CE; TRANSITION END CHAINAGE TS; RIGHTSIDE CURVE; LEFTSIDE CURVE

LEGEND (PROFILE): FRL OF LHE; FRL OF RHE; EXISTING GL BELOW LHE; EXISTING GL BELOW RHE; EXISTING ROAD LEVEL; GL @ 20m OF RHE; +VE RADIUS; -VE RADIUS

BORE WELL; TAP; PUMP HOUSE; MANHOLE; OFC; WATER LINK; TOWER; KILOMETER STONE; HECTOMETER STONE; KM PILLAR; 50M PILLAR; ROAD BOUNDARY; GATE; EXIST HT TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	RAN
CHECKED	DIL
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-2: FROM Km.202+000 TO Km. 260+600

TITLE: PLAN AND PROFILE FROM Km 246+000 TO Km 240+000

SCALE: H: 2500, V:250 DWG. No. : [illegible]

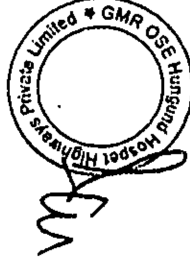
DRG. NO. C-718

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

649





TO BIJAPUR

TO HOSPET

Datum = 615.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LME)

LEGEND (PLAN)

LEGEND (PROFILE)

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	

PROJECT: 4 LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-II FROM Km.202+000 TO Km.[illegible]

TITLE: PLAN AND PROFILE FROM Km [illegible] TO Km [illegible]

C-718

NATIONAL HIGHWAYS AUTHORITY OF INDIA

TO BIJAPUR

TO HOSPET

N

Datum = 625.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHS	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHS	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHS)	[illegible]

LEGEND (PLAN)

LEGEND (PROFILE)

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH '08

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13

PACKAGE: FROM Km 202+000 TO Km 308+000

TITLE: PLAN AND PROFILE FROM Km 247+000 TO Km 248+000

C-718

REV. 0

SHAH CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

645

TO BIJAPUR

TO HOSPET

Datum = 635.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	L=150.000m; L=110.000m; L=280.000m
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	L=150.000m; L=110.000m; L=280.000m
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHE)	[illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; HIP LOCATION; TRANSITION START CHAINAGE; CURVE START CHAINAGE; CURVE END CHAINAGE; TRANSITION END CHAINAGE

RIGHTSIDE CURVE; LEFTSIDE CURVE

LEGEND (PROFILE): FRL OF LHE; FRL OF RHE; EXISTING GL BELOW LHE; EXISTING GL BELOW RHE; EXISTING ROAD LEVEL; GL @ 20m OF RHE

+VE RADIUS; -VE RADIUS

BORE WELL; LHP; PUMP HOUSE; MANHOLE; OFC; WATER TANK; TOWER

KILOMETER STONE; HECTOMETER STONE; GH PILLAR; TBM PILLAR; ROAD BOUNDARY; GATE; LIGHT HT TOWER

EXISTING HIGH TENSION LINE; EXISTING BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO. | DATE | DESCRIPTION | DRAWN | CHECKED | APPROVED

REVISIONS

DESIGNED: PVP

DRAWN: CTRL

CHECKED: BTR

APPROVED: KN

DATE: MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 - PACKAGE-2 FROM Km [illegible] TO Km [illegible]

TITLE: PLAN AND PROFILE FROM Km 248+000 TO Km 240+000

SCALE: H: 1:2500, V: 1:250

C-710

SPAN CONSULTANTS PRIVATE LIMITED

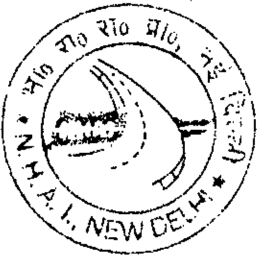
NATIONAL HIGHWAYS AUTHORITY OF INDIA

Stamp: GMR OSE Hungund Hospet Highways Private Limited

Stamp: N.H.A.I. NEW DELHI

626

647
―
4





← TO BIJAPUR

TO HOSPET →

N

Datum = 625.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHE)	[illegible]

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	FRK
CHECKED	BFL
APPROVED	KH
DATE	MARCH 09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13
PACKAGE-2: FROM Km.202+000 TO Km.200+000

TITLE: PLAN AND PROFILE FROM Km 249+000 TO Km 250+000

SCALE: H: 2500, V: 250 DFT. NO.: BCPL/C-716/R1/DDP/UPP-149

C-718

BAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

848

← TO BIJAPUR

TO HOSPET →

Datum = 615.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LHE)

LEGEND (PLAN)
PROPOSED ROW
PROPOSED MEDIAN
EXISTING CENTRE LINE
EXISTING ROAD EDGE
EXISTING SHOULDER EDGE
EXISTING TOE LINE
PROPOSED CARRIAGEWAY EDGE
PROPOSED SHOULDER EDGE
PROPOSED SERVICE ROAD EDGE
PROPOSED PUCCA DRAIN
RAILWAY TRACK
REALIGNMENT
TRANSITION START CHAINAGE
CURVE START CHAINAGE
CURVE END CHAINAGE
TRANSITION END CHAINAGE

LEGEND (PROFILE)
FRL OF LHE
FRL OF RHE
EXISTING GL BELOW LHE
EXISTING GL BELOW RHE
EXISTING ROAD LEVEL
GL @ 20m OF RHE

BORE WELL
TAP
PUMP HOUSE
MANHOLE
OFC
WATER TANK
TOWER
KILOMETER STONE
HECTOMETER STONE
EW PLANT
TEMPLE
ROAD BUILDING
GATE
EXISTING BUILDING
WELL
PIPE CULVERT

NO.	DATE	DESCRIPTION	OF AMD	CHECKED	APPROVED
REVISIONS					

DESIGNED	RVR	PROJECT	4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH. 13 PACKAGE-01 FROM Km.202+000 TO Km. 330+000
DRAWN	PRN		
CHECKED	UTL	TITLE :	PLAN AND PROFILE FROM Km 250+000 TO Km 251+000
APPROVED	KN	SCALE:	H. 1:2500 V. 1:250 DWG NO. : BOPT/C-716/RJHO/OPT/PP-100
DATE	MARCH 09		

C-716

DHAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

649

← TO BIJAPUR

TO HOSPET →

Datum = 615.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHS
EXISTING GROUND/ROAD LEVEL BELOW RHS
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LHS)

LEGEND (PLAN) — LEGEND (PROFILE) — REVISIONS: NO. | DATE | DESCRIPTION | DRAWN | CHECKED | APPROVED

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH. 13 PACKAGE-01 FROM Km.202+000 TO Km. 2[illegible]+000

TITLE: PLAN AND PROFILE FROM Km 2[illegible]+000 TO Km 2[illegible]+000

C-718

NATIONAL HIGHWAYS AUTHORITY OF INDIA

650

TO BIJAPUR

TO HOSPET

Datum = 600.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LMC)

LEGEND (PLAN): PROPOSED ROW, PROPOSED MEDIAN, EXISTING CENTRE LINE, EXISTING ROAD EDGE, EXISTING SHOULDER EDGE, EXISTING TOE LINE, PROPOSED CARRIAGEWAY EDGE, PROPOSED SHOULDER EDGE, PROPOSED SERVICE ROAD EDGE, PROPOSED PUCCA DRAIN, RAILWAY TRACK, REPLACEMENT, TRANSITION START CHAINAGE, CURVE START CHAINAGE, CURVE END CHAINAGE, TRANSITION END CHAINAGE, RIGHTSIDE CURVE, LEFTSIDE CURVE

LEGEND (PROFILE): FRL OF LHE, FRL OF RHE, EXISTING GL BELOW LHE, EXISTING GL BELOW RHE, EXISTING ROAD LEVEL, GL @ 20m OF RHC

BORE WELL, TAP, PUMP HOUSE, MANHOLE, OFC, WATER TANK, TOWER, KILOMETER STONE, HECTOMETER STONE, DM PILLAR, HSB PILLAR, ROAD BOUNDARY, GATE, STREET LIGHT POLE, EXIST FENCE LINE, EXIST BUILDINGS, WELL, TEMPLE, PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PNR
DRAWN	[illegible]
CHECKED	BR
APPROVED	KN
DATE	MARCH 09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-2: FROM Km 202+000 TO Km 290+000

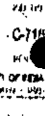
TITLE: PLAN AND PROFILE FROM Km 252+000 TO Km 253+000

SCALE: H 2500 V 250 DRG. NO.: BCPL/C-710/R/UD/DPR/FP-192

C-71

BRAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA



← TO BIJAPUR

TO HOSPET →

Datum = 635.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHE)	[illegible]

LEGEND (PLAN): PROPOSED ROW, PROPOSED MEDIAN, EXISTING CENTRE LINE, EXISTING ROAD EDGE, EXISTING SHOULDER EDGE, EXISTING TOE LINE, PROPOSED CARRIAGEWAY EDGE, PROPOSED SHOULDER EDGE, PROPOSED SERVICE ROAD EDGE, PROPOSED HUCES DRAIN, RAILWAY TRACK, HIP LOCATION, TRANSITION START CHAINAGE, CURVE START CHAINAGE, CURVE END CHAINAGE, TRANSITION END CHAINAGE, RIGHTSIDE CURVE, LEFTSIDE CURVE

LEGEND (PROFILE): FRL OF LHE, FRL OF RHE, EXISTING GL BELOW LHE, EXISTING GL BELOW RHE, EXISTING ROAD LEVEL, GL @ 20m OF RHE

+VE RADIUS, -VE RADIUS, BORE WELL, TAP, PUMP HOUSE, MANHOLE, EEO, WATER TANK, TOWER, KILOMETER STONE, HECTOMETER STONE, BM PILLAR, TBM PILLAR, ROAD BOUNDARY, GATE, EXISTING TOWER, EXIST FENCE LINE, EXIST BUILDINGS, WELL, TEMPLE, PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED	PVR
DRAWN	RPN
CHECKED	BTL
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2: FROM Km 202+000 TO Km 299+000

TITLE: PLAN AND PROFILE FROM Km 253+000 TO Km 254+000

SCALE: H 1:2500, V 1:250 DWG. NO.: SCPL/C-710/RJ/DDFR/PP-103

C-718

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

← TO BIJAPUR

TO HOSPET →

Datum = 605.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHS
EXISTING GROUND/ROAD LEVEL BELOW RHS
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHS)

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; HIP LOCATION; TRANSITION START CHAINAGE; CURVE START CHAINAGE; CURVE END CHAINAGE; TRANSITION END CHAINAGE; HIGHSIDE CURVE; LEVEL SIDE CURVE

LEGEND (PROFILE): FRL OF LHS; FRL OF RHS; EXISTING GL BELOW LHS; EXISTING GL BELOW RHS; EXISTING ROAD LEVEL; GL @ 20m OF RHS; +VE RADIUS; -VE RADIUS

BORE WELL; TAP; PUMP HOUSE; MANHOLE; OFC; WATER TANK; TOWER; PROPOSED STONE; HECTOMETER STONE; EB PILLAR; TEN PILLAR; ROAD BOUNDARY; GATE; EXISTING TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	PVR
DRAWN	ARR
CHECKED	OIL
APPROVED	PK
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH. 13 PACKAGE-II FROM Km.202+000 TO Km.280+000

TITLE: PLAN AND PROFILE FROM Km 204+000 TO Km 206+000

SCALE H: 2500 V: 250 DRG. NO.: DCPF/C-718/TU/DDP/UPP-164

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

C-718

652

TO BIJAPUR

TO HOSPET



653

Datum = 615.000

Profile data	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LME	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RME	[illegible]
EXISTING ROAD ℄ LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN)

Symbol	Description
[illegible]	PROPOSED ROW
[illegible]	PROPOSED MEDIAN
[illegible]	EXISTING CENTRE LINE
[illegible]	EXISTING ROAD EDGE
[illegible]	EXISTING SHOULDER EDGE
[illegible]	EXISTING TOE LINE
[illegible]	PROPOSED CARRIAGEWAY EDGE
[illegible]	PROPOSED SHOULDER EDGE
[illegible]	PROPOSED SERVICE ROAD EDGE
[illegible]	PROPOSED PUCCA DRAIN
[illegible]	RAILWAY TRACK
[illegible]	HIP LOCATION
ST	TRANSITION START CHAINAGE
CS	CURVE START CHAINAGE
SC	CURVE END CHAINAGE
TS	TRANSITION END CHAINAGE
[illegible]	RIGHTSIDE CURVE
[illegible]	LEFTSIDE CURVE
[illegible]	BORE WELL
[illegible]	TAP
[illegible]	PUMP HOUSE
[illegible]	MANHOLE
[illegible]	OFC
[illegible]	WATER TANK
[illegible]	TOWER
[illegible]	KILOMETER STONE
[illegible]	HECTOMETER STONE
[illegible]	GH PILLAR
[illegible]	TBM PILLAR
[illegible]	ROAD BOUNDARY
[illegible]	GATE
[illegible]	EXISTING FENCE
[illegible]	EXISTING FENCE LINE
[illegible]	EXISTING BUILDING
[illegible]	WALL
[illegible]	TEMPLE
[illegible]	PIPE CULVERTS

LEGEND (PROFILE)

Symbol	Description
[illegible]	FRL OF LHS
[illegible]	FRL OF RHS
[illegible]	EXISTING GL BELOW LME
[illegible]	EXISTING GL BELOW RME
[illegible]	EXISTING ROAD LEVEL
[illegible]	GL @ 20m OF RHS
[illegible]	+VE RADIUS
[illegible]	-VE RADIUS

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	PVR
DRAWN	PHU
CHECKED	BTL
APPROVED	KN
DATE	MARCH '03

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-2: FROM Km.202+000 TO Km. 290+000

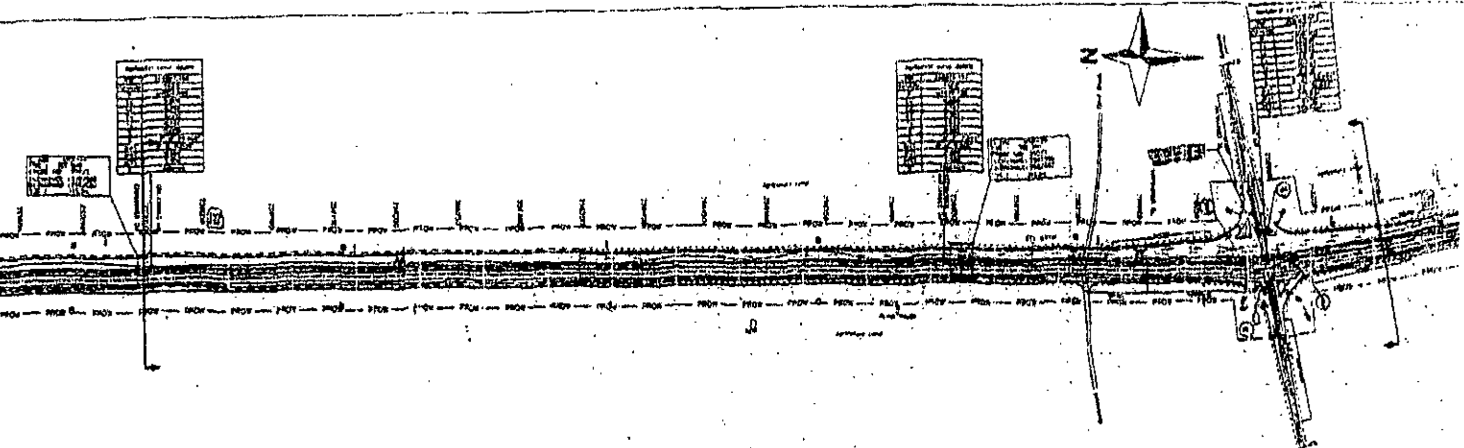
TITLE: PLAN AND PROFILE FROM Km 255+000 TO Km 258+000

SCALE: H. 2500, V 250 DRG. NO.: SCPL/C-718/RH/DOPR/PP-155

C-718

SPAN CONSULTANTS PRIVATE LIMITED (SNC-LAVALIN Group)

NATIONAL HIGHWAYS AUTHORITY OF INDIA



TO BIJAPUR

TO HOSPET

Datum = 615.000

Row labels
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LME)

LEGEND (PLAN):

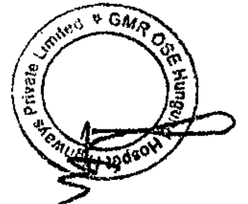
LEGEND (PROFILE):

PROJECT: 4/6 LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2 FROM Km.202+000 TO Km.290+000

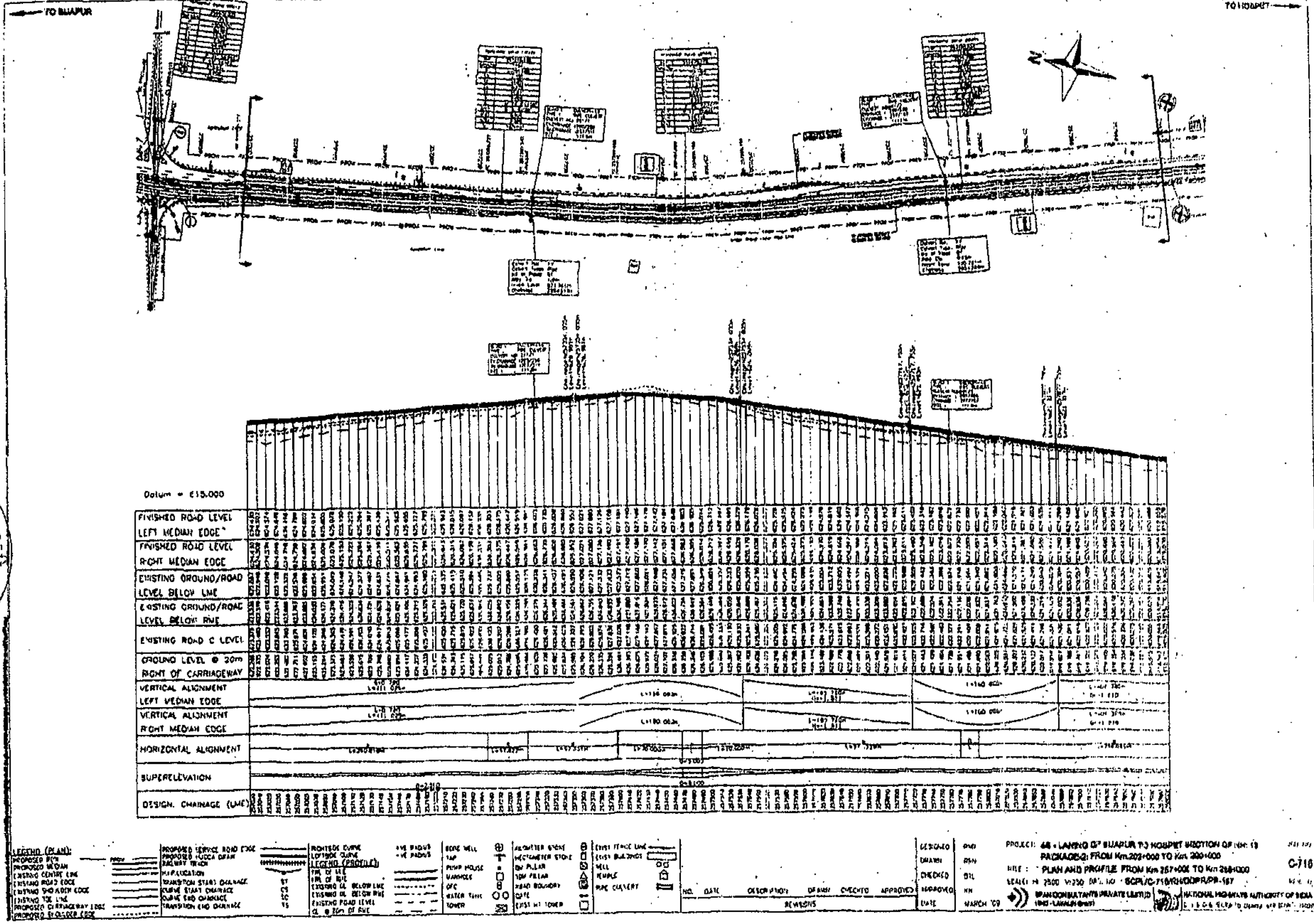
TITLE: PLAN AND PROFILE FROM Km 2[illegible] TO Km 2[illegible]

DESIGNED | DRAWN | CHECKED | APPROVED | DATE MARCH '09

C-710






TO BIJAPUR
TO HOSPET
Datum = 615.000
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHE)
LEGEND (PLAN):
LEGEND (PROFILE)
NO. DATE DESCRIPTION DRAWN CHECKED APPROVED
REVISIONS
DESIGNED
DRAWN
CHECKED
APPROVED
DATE
MARCH '09
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH: 13
PACKAGE-2: FROM Km.202+000 TO Km. 300+000
TITLE : PLAN AND PROFILE FROM Km 257+000 TO Km 258+000
C-716
NATIONAL HIGHWAYS AUTHORITY OF INDIA
N.H.A.I. NEW DELHI
GMR OSE Hungund Hospet Highways Private Limited

656



GMR OSE Hungund Hospet Highways Private Limited

TO BIJAPUR

TO HOSPET

Datum = 605.000

Profile	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible] L=150.000m [illegible] L=440.000m
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible] L=150.000m [illegible] L=440.000m
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHE)	[illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; HLP LOCATION; TRANSITION START CHAINAGE (ST); CURVE START CHAINAGE (CS); CURVE END CHAINAGE (SC); TRANSITION END CHAINAGE (TS); RIGHTSIDE CURVE (+VE RADIUS); LEFTSIDE CURVE (-VE RADIUS)

LEGEND (PROFILE): FRL OF LHE; FRL OF RHE; EXISTING GL. BELOW LHE; EXISTING GL. BELOW RHE; EXISTING ROAD LEVEL; GL. @ 20m OF RHE

BORE WELL; TAP; PUMP HOUSE; MANHOLE; OFC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; BM PILLAR; TBM PILLAR; ROAD BOUNDRY; GATE; EXIST HT TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	PVK
DRAWN	SRM
CHECKED	DR
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH: 13 PACKAGE-2: FROM Km.202+000 TO Km. 208+000

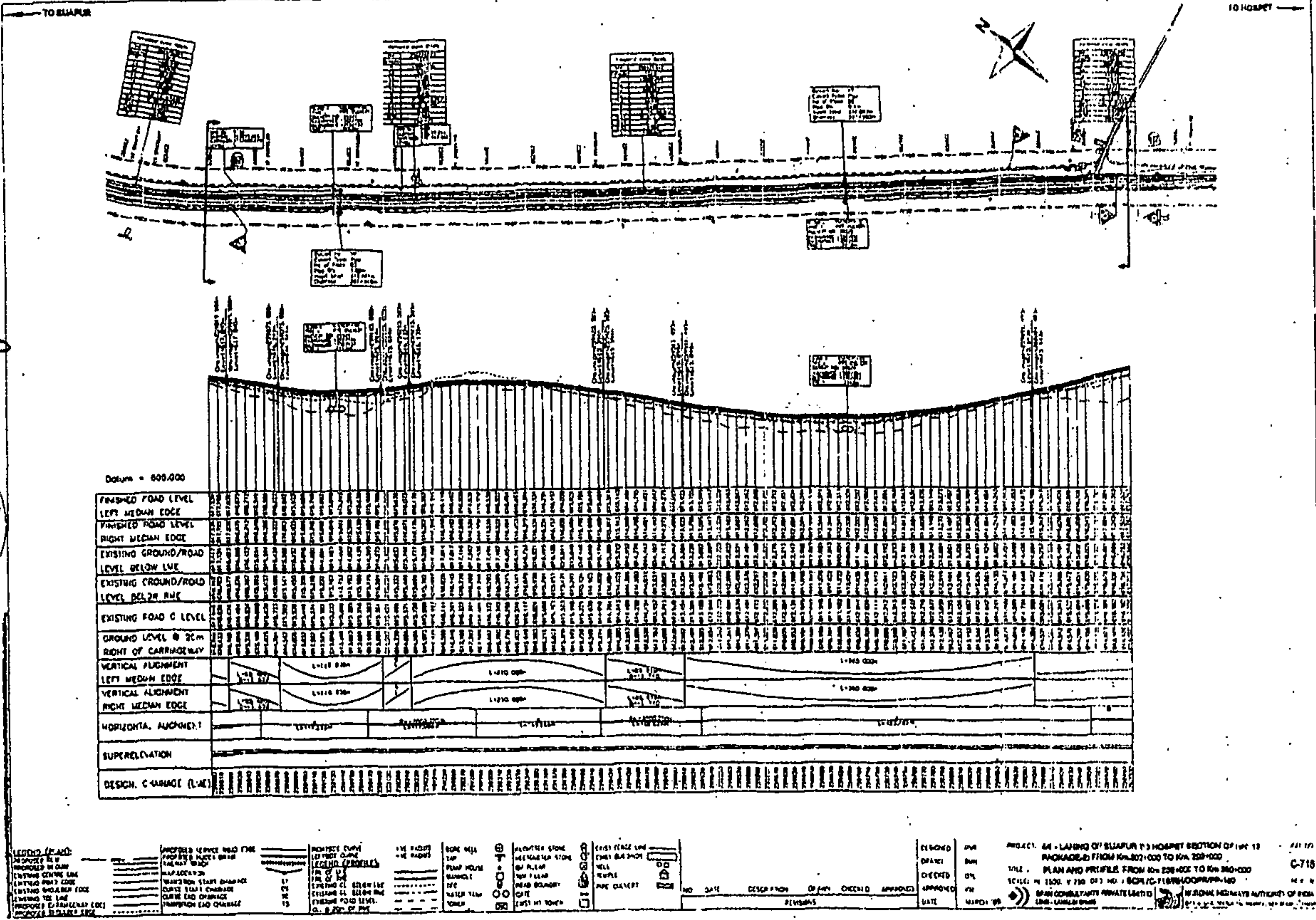
TITLE: PLAN AND PROFILE FROM Km 259+000 TO Km 260+000

SCALE: H- 2500, V-250 DRG. NO.: BCPL/O-F16/NHDO/PP/PP-159

DHV CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

657


TO BIJAPUR
TO HOSPET
Datum = 600.000
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHE)
LEGEND (PLAN)
REVISIONS
PLAN AND PROFILE
C-718

← TO BIJAPUR

TO HOSPET →

N

Datum = 810.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 33m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LMZ)

LEGEND (PLAN)

LEGEND (PROFILE)

DESIGNED | DRAWN | CHECKED | APPROVED | DATE MARCH '09

NO. | DATE | DESCRIPTION | DRAWN | CHECKED | APPROVED

REVISIONS

PROJECT: 4-LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-II FROM Km 202+000 TO Km 339+000

TITLE: PLAN AND PROFILE FROM Km 280+000 TO Km 281+000

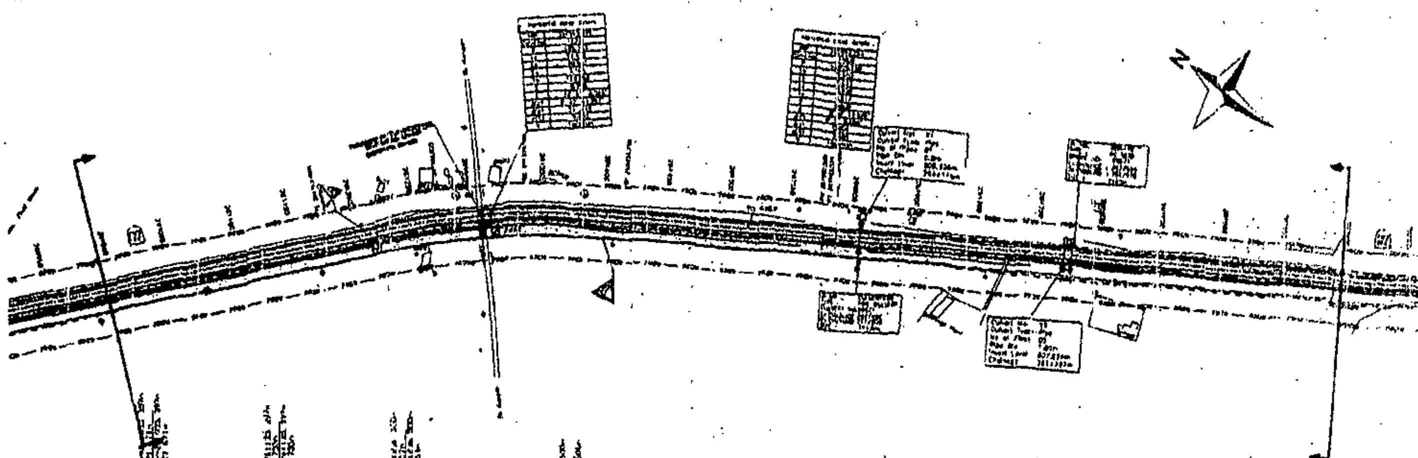
NATIONAL HIGHWAYS AUTHORITY OF INDIA

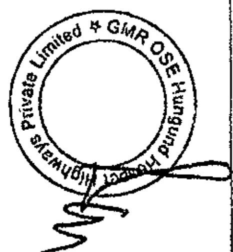
GMR OSE Hungund Hospet Highways Private Limited

रा० रा० प्रा०, नई दिल्ली ★ N.H.A.I., NEW DELHI ★

TO BIJAPUR

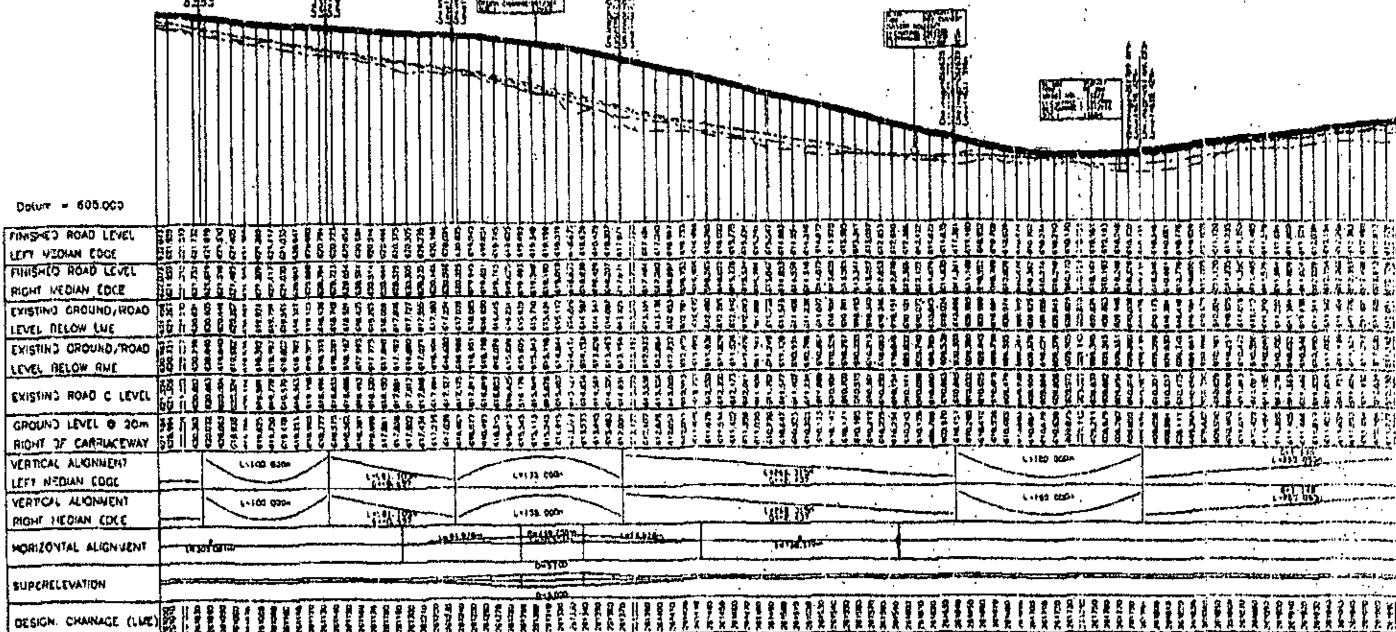
TO HOSPET







Datum = 605.000



LEGEND (PLAN)

LEGEND (PROFILE)

DESIGNED	PVR
DRAWN	RRU
CHECKED	BYL
APPROVED	
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2) FROM Km.202+000 TO Km. 299+000

TITLE: PLAN AND PROFILE FROM Km 261+000 TO Km 262+000

C-716

SCALE: H 1:2500 V 1:250 DWG. NO.: BCPL/C-716/HDOPR/PP-481

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

659

TO BIJAPUR

TO HOSPET

Datum = 805.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHE)	[illegible]

LEGEND (PLAN):

LEGEND (PROFILE):

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED

DRAWN

CHECKED

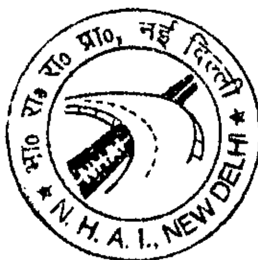
APPROVED

DATE

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-2 FROM Km 202+000 TO Km 220+000

TITLE: PLAN AND PROFILE FROM Km 202+000 TO Km 203+000

NATIONAL HIGHWAYS AUTHORITY OF INDIA



GMR OSE Hungund Hospet Highways Private Limited

099

TO BIJAPUR

TO HOSPET

Datum = 615.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHE)	[illegible]

LEGEND (PLAN)

PROPOSED ROW	
PROPOSED MEDIAN	
EXISTING CENTRE LINE	
EXISTING ROAD EDGE	
EXISTING SHOULDER EDGE	
EXISTING ROW LINE	
PROPOSED CARRIAGEWAY EDGE	
PROPOSED SHOULDER EDGE	
PROPOSED SERVICE ROAD EDGE	
PROPOSED PUCCA DRAIN	
RAILWAY TRACK	
KILOMETRE LOCATION	
TRANSITION START CHAINAGE	ST
CURVE START CHAINAGE	CS
CURVE END CHAINAGE	SC
TRANSITION END CHAINAGE	TS
RIGHTSIDE CURVE	+VE RADIUS
LEFTSIDE CURVE	-VE RADIUS

LEGEND (PROFILE)

FRL OF LHE	
FRL OF RHE	
EXISTING GL BELOW LHE	
EXISTING GL BELOW RHE	
EXISTING ROAD LEVEL	
GL @ 20m OF RHE	

BORE WELL	
TAP	
PUMP HOUSE	
MANHOLE	
OFC	
WATER TANK	
TOWER	
KILOMETER STONE	
HECTOMETER STONE	
GH PILLAR	
TBM PILLAR	
ROAD BOUNDARY	
GATE	
EXIST HT TOWER	
EXIST FENCE LINE	
EXIST BUILDINGS	
WELL	
TEMPLE	
PIPE CULVERT	

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVB
DRAWN	RRN
CHECKED	BTL
APPROVED	KN
DATE	MARCH 07

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-2: FROM Km.203+000 TO Km. 230+000

TITLE: PLAN AND PROFILE FROM Km 203+000 TO Km 204+000

SCALE: H. 1500, V. 250 DRG. NO.: SCPL/O-718/RJ/DDPR/PP-103

C-718

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

661

662

← TO BIJAPUR   TO HOSPET →

Datum = 003.030

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHE)	[illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; HIP LOCATION; TRANSITION START CHAINAGE (ST); CURVE START CHAINAGE (SC); CURVE END CHAINAGE (EC); TRANSITION END CHAINAGE (TS); RIGHTSIDE CURVE +VE RADIUS; LEFTSIDE CURVE -VE RADIUS

LEGEND (PROFILE): FRL OF LHE; FRL OF RHE; EXISTING GL BELOW LHE; EXISTING GL BELOW RHE; EXISTING ROAD LEVEL; GL @ 20m OF RHE

BORE WELL; TAP; PUMP HOUSE; MANHOLE; OFC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; HAT PILLAR; TEV PILLAR; POND BOUNDARY; GATE; EXIST HT TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	DVR
DRAWN	RHB
CHECKED	BTS
APPROVED	KH
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-2: FROM Km.202+000 TO Km.330+000.

TITLE: PLAN AND PROFILE FROM Km 284+000 TO Km 286+000

SCALE: H: 2515 V:250 DRG. NO.: BCPL/C-T10/R4/D/DPR/PP-184.

SPAN CONSULTANTS PRIVATE LIMITED (TWO - LAVALIN Group)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

TO BIJAPUR

TO HOSPET

Datum = 595.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LME)	[illegible]

LEGEND (PLAN):

DESIGNED	PVR
DRAWN	AKH
CHECKED	[illegible]
APPROVED	[illegible]
DATE	MARCH '09

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-II FROM Km.202+000 TO Km. 299+000

TITLE: PLAN AND PROFILE FROM Km 298+000 TO Km 299+000

SCALE: H: 1:2500, V: 250 DRG. NO.: BCPL/C-710/RHD/DPR/PP-100

C-710

MAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

663

4

599



GMR OSE Hungund Hospet Highways Private Limited

← TO BIJAPUR

TO HOSPET →

Datum = 568.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LME)	[illegible]

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	P/R
DRAWN	NRN
CHECKED	STL
APPROVED	KN
DATE	MARCH '08

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH: 13
PACKAGE-B: FROM Km.202+000 TO Km. 209+000

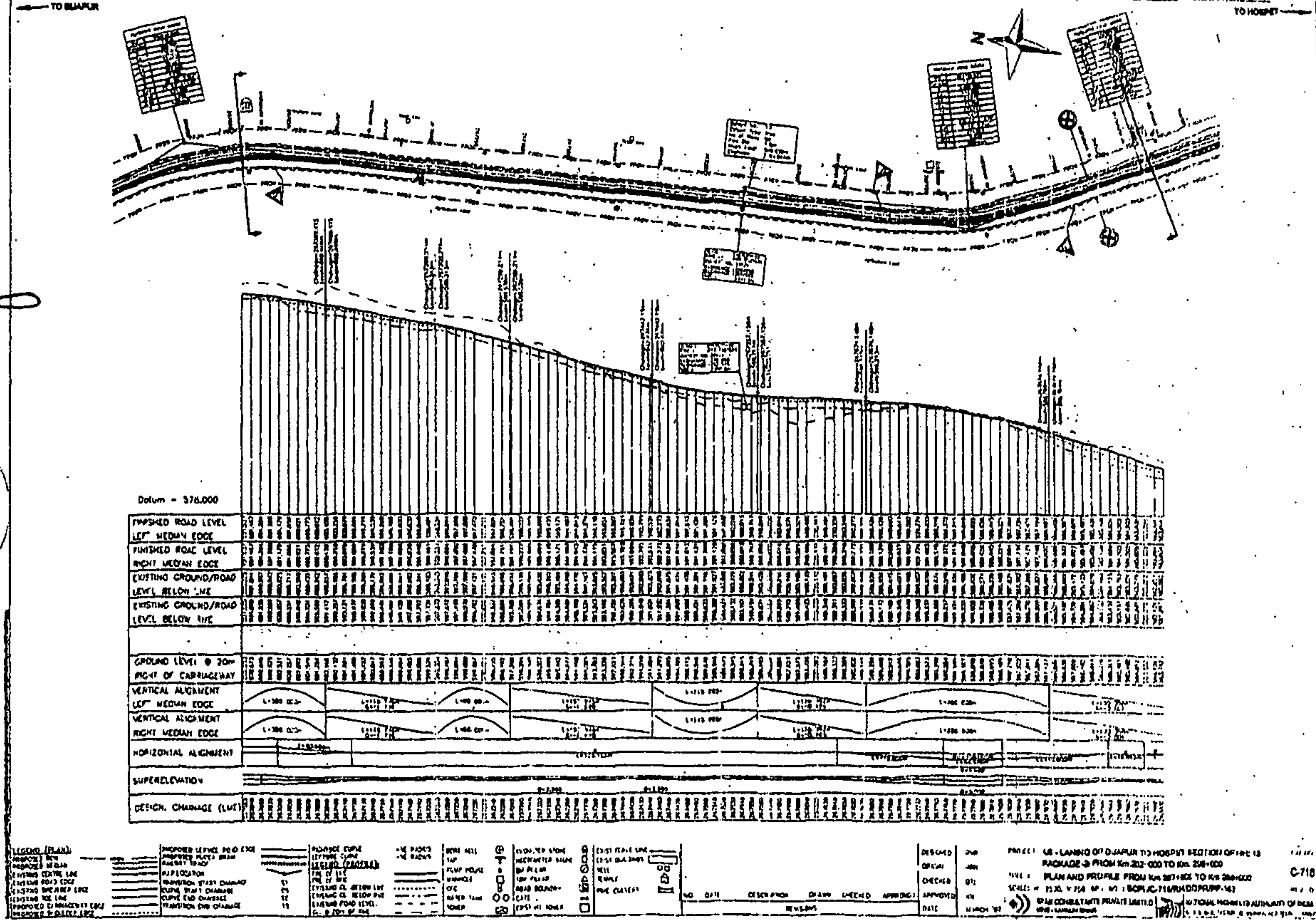
TITLE: PLAN AND PROFILE FROM Km [illegible] TO Km 297+000

SCALE: H 2500, V 250 DRG NO.: [illegible]

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

665



TO BIJAPUR
TO HOSPET
N
Datum = 376.000
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHE)
LEGEND (PLAN)
LEGEND (PROFILE)
DESIGNED
DRAWN
CHECKED
APPROVED
DATE
REVISIONS
C-718

999

TO BIJAPUR

TO HOSPET

Datum = 563.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LME	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RME	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; HLP LOCATION; TRANSITION START CHAINAGE; CURVE START CHAINAGE; CURVE END CHAINAGE; TRANSITION END CHAINAGE; RIGHT SIDE CURVE; LEFT SIDE CURVE

LEGEND (PROFILE): FRL OF LME; FRL OF RME; EXISTING GL BELOW LME; EXISTING GL BELOW RME; EXISTING ROAD LEVEL; GL @ 20m OF RME

BORE WELL; TAP; PUMP HOUSE; MANHOLE; OFC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; DX PILLAR; TBM PILLAR; ROAD BOUNDARY; GATE; EXIST HT TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	RVS
DRAWN	RRN
CHECKED	STL
APPROVED	KH
DATE	MARCH '09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH. 13 PACKAGE-2: FROM Km 202+000 TO Km 2[illegible]+000

TITLE: PLAN AND PROFILE FROM Km [illegible]+000 TO Km [illegible]+000

SCALE: H. 1:3000, V:1:[illegible] DRG NO.: [illegible]

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NATIONAL HIGHWAYS AUTHORITY OF INDIA

C-7





667

5

← TO BIJAPUR

TO HOSPET →

Datum = 5-8.000

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHE)	[illegible]

LEGEND (PLAN):
PROPOSED ROW
PROPOSED MEDIAN
EXISTING CENTRE LINE
EXISTING ROAD EDGE
EXISTING SHOULDER EDGE
EXISTING TOE LINE
PROPOSED CARRIAGEWAY EDGE
PROPOSED SHOULDER EDGE
PROPOSED SERVICE ROAD EDGE
PROPOSED PUCCA DRAIN
RAILWAY TRACK
HLP LOCATION
TRANSITION START CHAINAGE — ST
CURVE START CHAINAGE — CS
CURVE END CHAINAGE — CE
TRANSITION END CHAINAGE — TS
RIGHTSIDE CURVE — +VE RADIUS
LEFTSIDE CURVE — -VE RADIUS

LEGEND (PROFILE):
FRL OF LHE
FRL OF RHE
EXISTING GL BELOW LHE
EXISTING GL BELOW RHE
EXISTING ROAD LEVEL
GL @ 20m OF RHE

BORE WELL, TAP, PUMP HOUSE, MANHOLE, OFC, WATER TANK, TOWER, KILOMETER STONE, HECTOMETER STONE, BM PILLAR, TBM PILLAR, ROAD BOUNDARY, GATE, EXIST HT TOWER, EXIST FENCE LINE, EXIST BUILDINGS, WELL, TEMPLE, PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	DDN
CHECKED	BIL
APPROVED	KN
DATE	MARCH '09

PROJECT: 4/6 LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-21 FROM Km.202+000 TO Km. 280+000

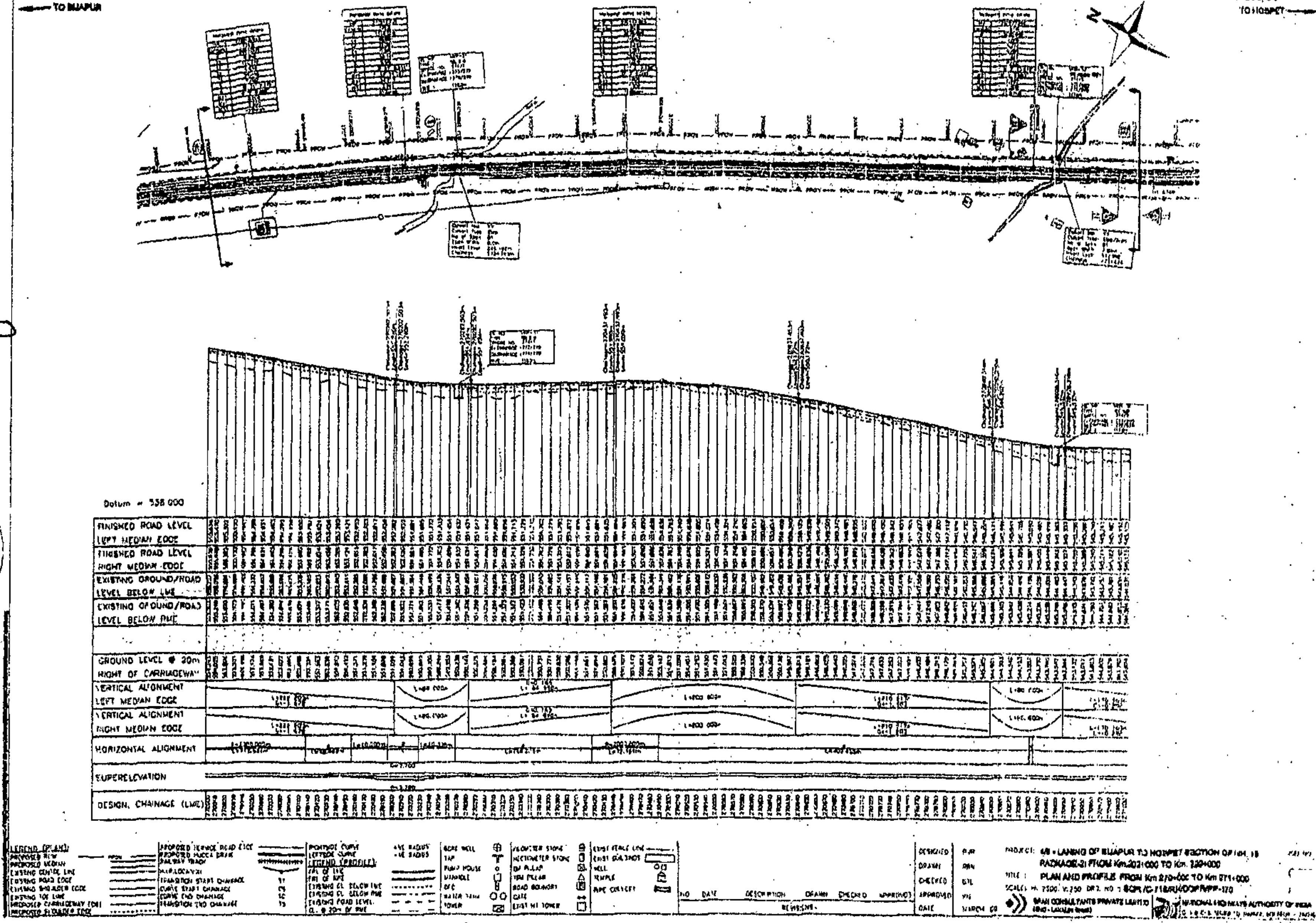
TITLE: PLAN AND PROFILE FROM Km 268+000 TO Km 270+000

SCALE: H. 2500, V 250 DRG. NO.: BCPL/C-716/RI/OCP/PP-109

DRG. NO. C-716 REV. 0

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NATIONAL HIGHWAYS AUTHORITY OF INDIA



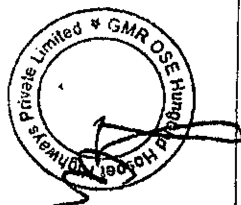
TO BIJAPUR
TO HOSPET
Datum = 538.000
FINISHED ROAD LEVEL
LEFT MEDIAN EDGE
FINISHED ROAD LEVEL
RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD
LEVEL BELOW LHE
EXISTING GROUND/ROAD
LEVEL BELOW RHE
GROUND LEVEL @ 20m
RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT
LEFT MEDIAN EDGE
VERTICAL ALIGNMENT
RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHE)
LEGEND (PLAN)
LEGEND (PROFILE)
DESIGNED
DRAWN
CHECKED
APPROVED
DATE
PROJECT :
TITLE :
PLAN AND PROFILE
NATIONAL HIGHWAYS AUTHORITY OF INDIA

TO BIJAPUR

TO HOSPET

Datum = 326.000

Profile
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LME
EXISTING GROUND/ROAD LEVEL BELOW RME
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LME)



669

DESIGNED	PVP
DRAWN	RSN
CHECKED	DIL
APPROVED	FH
DATE	MARCH '99

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-21 FROM Km.202+000 TO Km. 290+000

TITLE: PLAN AND PROFILE FROM Km 271+000 TO Km 272+000

C-716

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NATIONAL HIGHWAYS AUTHORITY OF INDIA



670

← TO BIJAPUR

TO HOSPET →

Datum = 518.000

Profile row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH 09

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2 FROM Km 202+000 TO Km 250+000

TITLE: PLAN AND PROFILE FROM Km 272+000 TO Km 273+000

SCALE: H 1:2500, V:250 DWG. NO.: SCPL/C-718/RH/DOPR/PP-173

C-718

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

← TO BIJAPUR

TO HOSPET →

Datum = 516.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHE)

LEGEND (PLAN)
PROPOSED ROW
PROPOSED MEDIAN
EXISTING CENTRE LINE
EXISTING ROAD EDGE
EXISTING SHOULDER EDGE
EXISTING TOE LINE
PROPOSED CARRIAGEWAY EDGE
PROPOSED SHOULDER EDGE
PROPOSED SERVICE ROAD EDGE
PROPOSED PUCCA DRAIN
RAILWAY TRACK
HIP LOCATION
TRANSITION START CHAINAGE
CURVE START CHAINAGE
CURVE END CHAINAGE
TRANSITION END CHAINAGE

LEGEND (PROFILE)
RIGHTSIDE CURVE
LEFTSIDE CURVE
FRL OF LHE
FRL OF RHE
EXISTING GL BELOW LHE
EXISTING GL BELOW RHE
EXISTING ROAD LEVEL
GL @ 20m OF RHE
+VE RADIUS
-VE RADIUS

BORE WELL
TAP
PUMP HOUSE
MANHOLE
OFC
WATER TANK
TOWER
KILOMETER STONE
HECTOMETER STONE
BM PILLAR
TBM PILLAR
ROAD BOUNDARY
GATE
EXIST HT TOWER
EXIST FENCE LINE
EXIST BUILDINGS
WELL
TEMPLE
PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

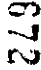
DESIGNED	PMR
DRAWN	RRN
CHECKED	SRL
APPROVED	KN
DATE	MARCH '07

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-2(FROM Km.202+000 TO Km. 280+000
TITLE: PLAN AND PROFILE FROM Km 273+400 TO Km 274+000
SCALE: H. 1:2500, V:250 DRG. NO.: SCPL/C-710/RH/DOPR/PP-173
SHAH CONSULTANTS PRIVATE LIMITED
NATIONAL HIGHWAYS AUTHORITY OF INDIA

C-710




4





TO BIJAPUR

TO HOSPET

Datum = 500.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE

FINISHED ROAD LEVEL RIGHT MEDIAN EDGE

EXISTING GROUND/ROAD LEVEL BELOW LHE

EXISTING GROUND/ROAD LEVEL BELOW RHE

GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY

VERTICAL ALIGNMENT LEFT MEDIAN EDGE

VERTICAL ALIGNMENT RIGHT MEDIAN EDGE

HORIZONTAL ALIGNMENT

SUPERELEVATION

DESIGN CHAINAGE (LHE)

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	RMB
DRAWN	BRN
CHECKED	DIL
APPROVED	HIS
DATE	MARCH '09

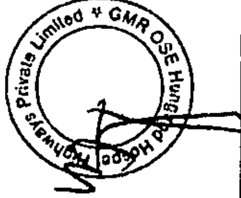
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-2: FROM Km.202+000 TO Km. 299+000

TITLE: PLAN AND PROFILE FROM Km 274+000 TO Km 275+000

SCALE: H: 2500, V: 250

C-710

673



TO BIJAPUR — TO HOSPET

Datum = 498.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE

FINISHED ROAD LEVEL RIGHT MEDIAN EDGE

EXISTING GROUND/ROAD LEVEL BELOW LHE

EXISTING GROUND/ROAD LEVEL BELOW RHE

GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY

VERTICAL ALIGNMENT LEFT MEDIAN EDGE

VERTICAL ALIGNMENT RIGHT MEDIAN EDGE

HORIZONTAL ALIGNMENT

SUPERELEVATION

DESIGN CHAINAGE (LHE)

LEGEND (PLAN)

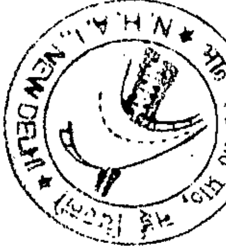
DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	MARCH 09

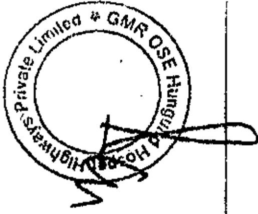
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-21 FROM Km.202+000 TO Km. 286+000

TITLE: PLAN AND PROFILE FROM Km 216+900 TO Km 276+000

C-716

NATIONAL HIGHWAYS AUTHORITY OF INDIA





674

← TO BIJAPUR

TO HOSPET →

Datum = 490.003

Profile data	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LHE)	[illegible]

LEGEND (PLAN): PROPOSED ROW, PROPOSED MEDIAN, EXISTING CENTRE LINE, EXISTING ROAD EDGE, EXISTING SHOULDER EDGE, EXISTING ROW LINE, PROPOSED CARRIAGEWAY EDGE, PROPOSED SHOULDER EDGE, PROPOSED SERVICE ROAD EDGE, PROPOSED PUCCA DRAIN, RAILWAY TRACK, KM LOCATION, TRANSITION START CHAINAGE (ST), CURVE START CHAINAGE (CS), CURVE END CHAINAGE (SC), TRANSITION END CHAINAGE (TS)

LEGEND (PROFILE): PROPOSED CURVE, EXISTING CURVE, FRL OF LHE, FRL OF RHE, EXISTING GL BELOW LHE, EXISTING GL BELOW RHE, EXISTING ROAD LEVEL, GL @ 20m OF RHE, +VE RADIUS, -VE RADIUS

BORE WELL, TAP, PUMP HOUSE, MANHOLE, OFC, WATER TANK, TOWER, KILOMETER STONE, HECTOMETER STONE, GM PILLAR, TBM PILLAR, ROAD BOUNDARY, GATE, EXISTING HT TOWER, EXIST FENCE LINE, EXIST BUILDINGS, WELL, TEMPLE, PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PMI
DRAWN	PRV
CHECKED	DPL
APPROVED	FN
DATE	MARCH '07

PROJECT: 4/6-LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-2: FROM Km.202+000 TO Km. 290+000

TITLE: PLAN AND PROFILE FROM Km 276+000 TO Km 277+000

SCALE: H 1:2000 V:250 DRG. NO.: SCPL/O-118/R/HODPR/PP-178

C-718

SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA



TO BIJAPUR

TO HOSPET

Datum = 488.000

FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LHE)

LEGEND (PLAN)
PROPOSED ROW
PROPOSED MEDIAN
EXISTING CENTRE LINE
EXISTING ROAD EDGE
EXISTING SHOULDER EDGE
EXISTING ROW LINE
PROPOSED CARRIAGEWAY EDGE
PROPOSED SHOULDER EDGE
PROPOSED SERVICE ROAD EDGE
PROPOSED PUCCA DRAIN
RAILWAY TRACK
ALIGNMENT LOCATION
TRANSITION START CHAINAGE
CURVE START CHAINAGE
CURVE END CHAINAGE
TRANSITION END CHAINAGE
LEGEND (PROFILE)
BORE WELL
TAP
PUMP HOUSE
MANHOLE
WATER TANK
TOWER
KILOMETER STONE
HECTOMETER STONE
GATE
EXIST. FENCE LINE
EXIST. BUILDINGS
WELL
TEMPLE
PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED
DRAWN
CHECKED
APPROVED
DATE

PROJECT 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-3: FROM Km.202+000 TO Km. 259+000
TITLE PLAN AND PROFILE FROM Km 277+000 TO Km 278+000
SCALE H 2500 V 250

C-710

NATIONAL HIGHWAYS AUTHORITY OF INDIA

TO BIJAPUR —— —— TO HOSPET

Datum = 488.000

Profile row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
GROUND LEVEL @ 30m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LMC)	[illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TEE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; HIP LOCATION; TRANSITION START CHAINAGE; CURVE START CHAINAGE; CURVE END CHAINAGE; TRANSITION END CHAINAGE; HORIZONTAL CURVE; VERTICAL CURVE

LEGEND (PROFILE): FRL OF LHE; FRL OF RHE; EXISTING CL BELOW LHE; EXISTING CL BELOW RHE; EXISTING ROAD LEVEL; GL @ 30m OF RHE

BORE WELL; TAP; PUMP HOUSE; MANHOLE; CFC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; GM PILLAR; NEW PILLAR; ROAD BOUNDARY; GATE; CAST IRT TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	PVR
DRAWN	MDN
CHECKED	BTL
APPROVED	HTI
DATE	MARCH '99

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH. 13 PACKAGE-2: FROM Km 2?0+000 TO Km 290+000

TITLE: PLAN AND PROFILE FROM Km 27?+000 TO Km 27?+000

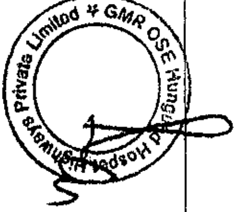
SCALE: H. 1:1000, V. 1:250 DWG. NO.: BCPL/C-718/RH/DOP/PP-278

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NATIONAL HIGHWAYS AUTHORITY OF INDIA

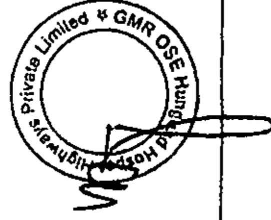
C-718





676

677
1



GMR OSE Hungund Hospet Highways Private Limited

← TO BIJAPUR

TO HOSPET →

N

Datum = 483

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHE)	[illegible]

LEGEND (PLAN)

LEGEND (PROFILE)

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED	[illegible]
DRAWN	[illegible]
CHECKED	[illegible]
APPROVED	[illegible]
DATE	APRIL '01

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-[illegible] FROM Km [illegible] TO Km [illegible]

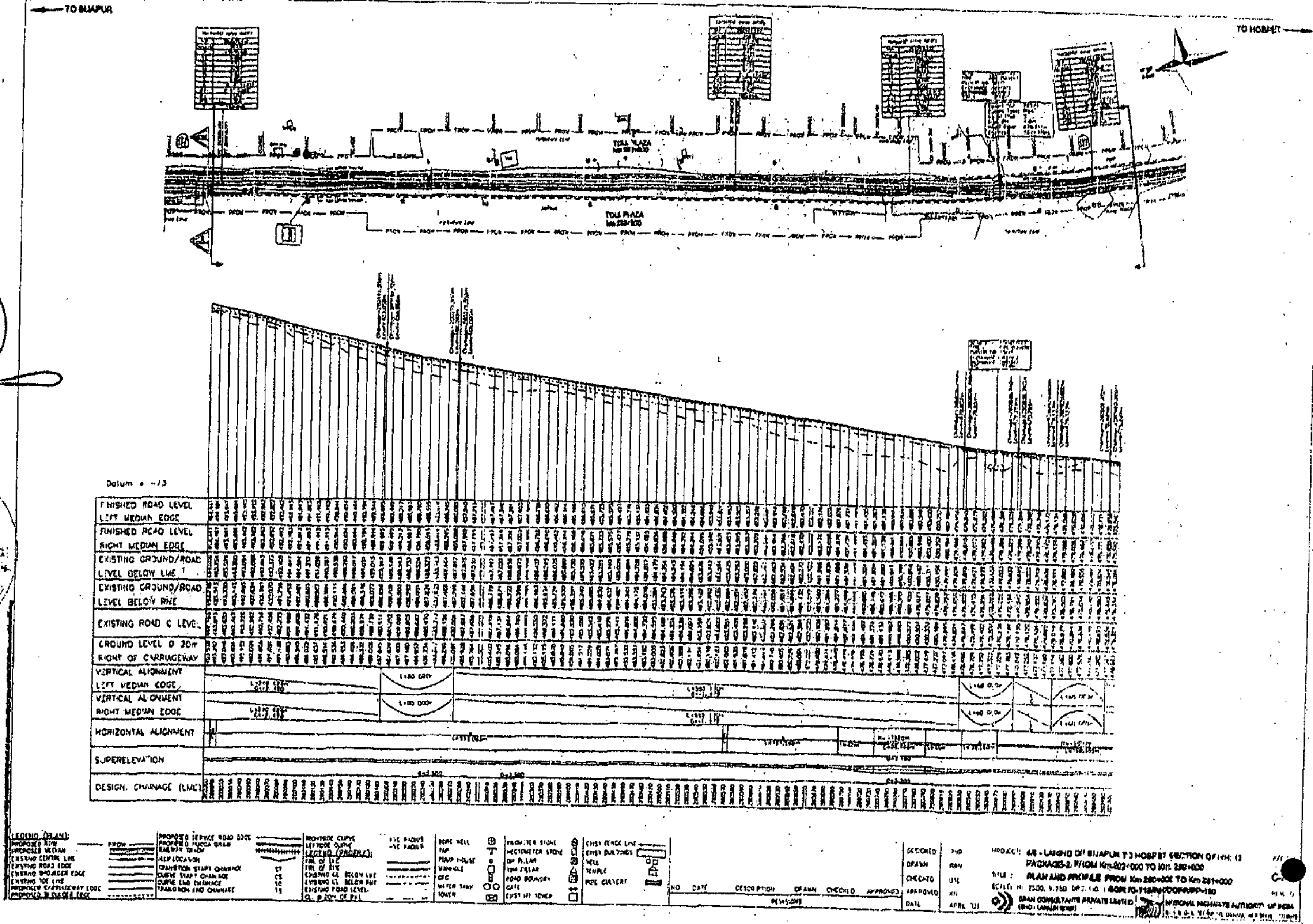
TITLE: PLAN AND PROFILE FROM Km [illegible] TO Km [illegible]

C-718

REV. 0

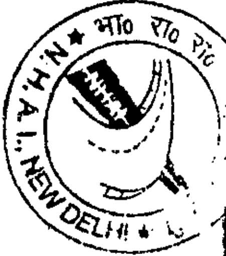
NATIONAL HIGHWAYS AUTHORITY OF INDIA

678



TO BIJAPUR
TO HOSPET
TOLL PLAZA
Datum
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
EXISTING ROAD C LEVEL
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LMC)
LEGEND (PLAN):
LEGEND (PROFILE):
NO
DATE
DESCRIPTION
DRAWN
CHECKED
APPROVED
REVISIONS
DESIGNED
DRAWN
CHECKED
APPROVED
DATE
PROJECT:
TITLE :
PLAN AND PROFILE FROM Km 280+000 TO Km 281+000
NATIONAL HIGHWAYS AUTHORITY OF INDIA

679





← TO BIJAPUR   TO HOSPET →

Datum = 460

Row	Values
FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
EXISTING ROAD C LEVEL	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN)
PROPOSED ROW
PROPOSED MEDIAN
EXISTING CENTRE-LINE
EXISTING ROAD EDGE
EXISTING SHOULDER EDGE
EXISTING TOE LINE
PROPOSED CARRIAGEWAY EDGE
PROPOSED SHOULDER EDGE
PROPOSED SERVICE ROAD EDGE
PROPOSED PUCCA DRAIN
RAILWAY TRACK
NH LOCATION
TRANSITION START CHAINAGE — ST
CURVE START CHAINAGE — CS
CURVE END CHAINAGE — SC
TRANSITION END CHAINAGE — TS

RIGHTSIDE CURVE / LEFTSIDE CURVE — +VE RADIUS / -VE RADIUS

LEGEND (PROFILE)
FRL OF LHE
FRL OF RHE
EXISTING CL BELOW LHE
EXISTING CL BELOW RHE
EXISTING ROAD LEVEL
GL @ 20m OF RHE

BORE WELL, TAP, PUMP HOUSE, MANHOLE, OFC, WATER TANK, TOWER, KILOMETER STONE, HECTOMETER STONE, BM PILLAR, TBM PILLAR, HEAD BOUNDARY, GATE, EXIST HT TOWER, EXIST FENCE LINE, EXIST BUS SHOPS, WELL, TEMPLE, PIPE CULVERT

NO	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	[illegible]
CHECKED	[illegible]
APPROVED	KN
DATE	APRIL '03

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-II FROM Km.202+000 TO Km. 280+000

TITLE: PLAN AND PROFILE FROM Km 281+000 TO Km 282+000

SCALE: H: 2500, V: 250 DRG. NO.: BCPL/G-T18/II/DCP/PP-181

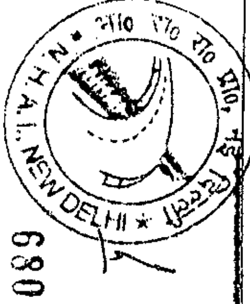
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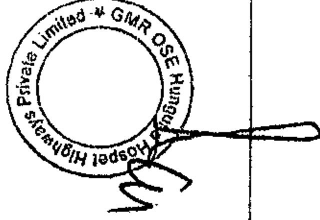
BPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

← TO BIJAPUR

TO HOSPET →





Datum = 468

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
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EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN): PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING ROW LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; KM LOCATION; TRANSITION START CHAINAGE ST; CURVE START CHAINAGE CS; CURVE END CHAINAGE CE; TRANSITION END CHAINAGE TS

HIGHSIDE CURVE; LEFTSIDE CURVE; LEGEND (PROFILE): FRL OF LHE; FRL OF RHE; EXISTING GL BELOW LHE; EXISTING GL BELOW RHE; EXISTING ROAD LEVEL; GL @ 20m OF RHE; +VE RADIUS; -VE RADIUS

BORE WELL; TAP; PUMP HOUSE; MANHOLE; TEC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; GM PILLAR; TBM PILLAR; ROAD BOUNDARY; GATE; EXIST HT TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PVR
DRAWN	GPN
CHECKED	BTL
APPROVED	KN
DATE	APRIL '01

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-2) FROM Km 202+000 TO Km 280+000

TITLE: PLAN AND PROFILE FROM Km 262+000 TO Km 283+000

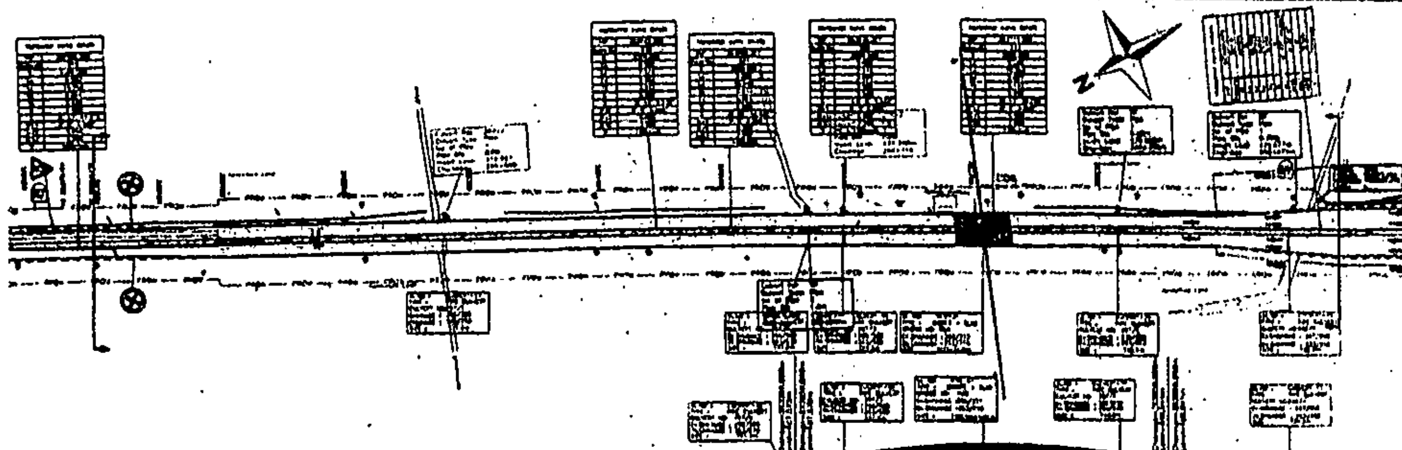
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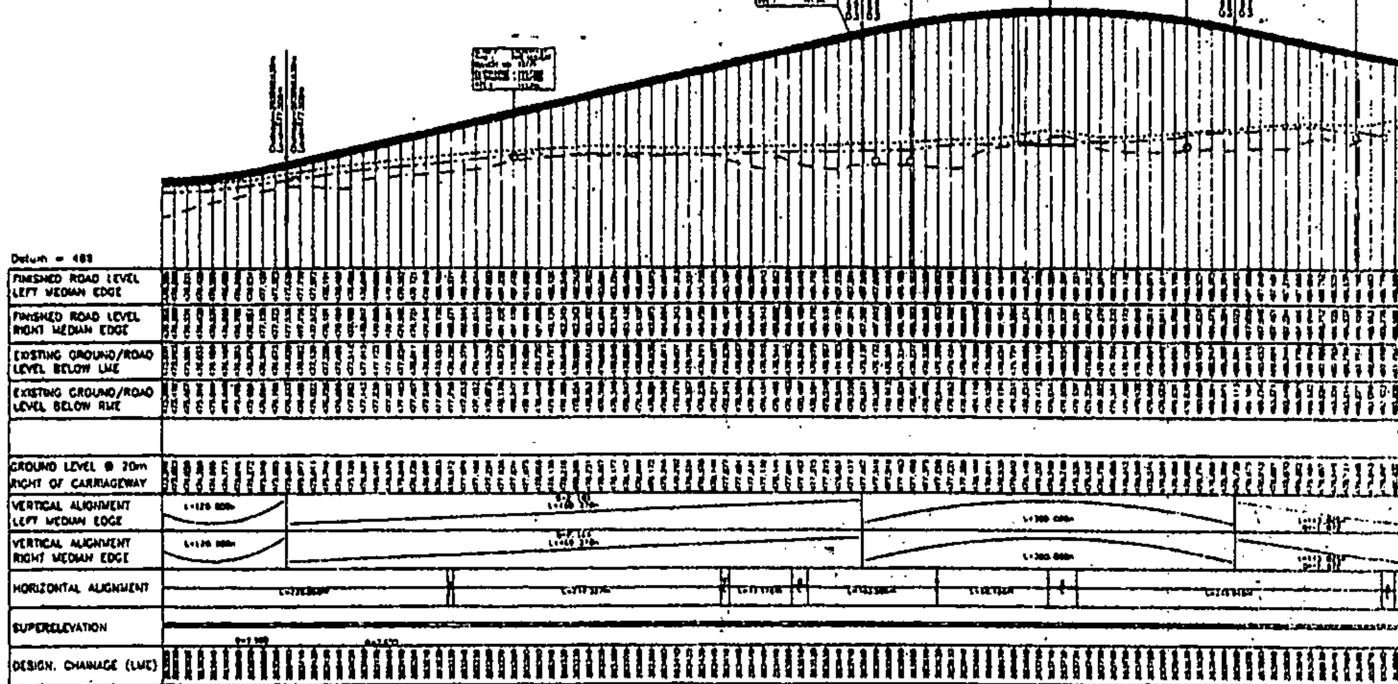
BCPL CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

TO BIJAPUR

TO HOSPET





LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED / DRAWN / CHECKED / APPROVED / DATE

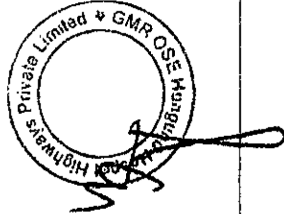
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13
PACKAGE-: FROM Km. TO Km.

TITLE: PLAN AND PROFILE FROM Km TO Km

C-716

NATIONAL HIGHWAYS AUTHORITY OF INDIA





← TO BIJAPUR

TO HOSPET →

Datum = 474

Row	Values
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FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
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EXISTING GROUND/ROAD LEVEL BELOW RME	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LME)	[illegible]

LEGEND (PLAN):

LEGEND (PROFILE)

DESIGNED	PVR		
DRAWN	RPN		
CHECKED	DIL		
APPROVED	KN		
DATE	APRIL 05		

NO. | DATE | DESCRIPTION | DRAWN | CHECKED | APPROVED

REVISIONS

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13
PACKAGE-2: FROM Km 202+000 TO Km 280+000

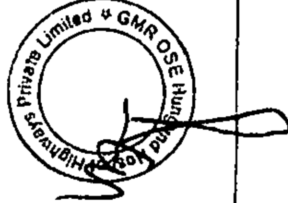
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SCALE: H: 1:2500, V: 1:250

NATIONAL HIGHWAYS AUTHORITY OF INDIA

C-7/A

683



GMR OSE Hungund Hospet Highways Private Limited

← TO BIJAPUR

TO HOSPET →

END OF 4-LANE OF NH-13

Design Km.255.100

Datum = 461

Row
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHE
EXISTING GROUND/ROAD LEVEL BELOW RHE
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHE)

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	APRIL '03

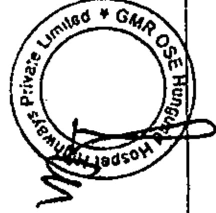
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13

PACKAGE-II FROM Km.202+000 TO Km. 2__+000

TITLE: PLAN AND PROFILE FROM Km ___ TO Km ___

C-718

NATIONAL HIGHWAYS AUTHORITY OF INDIA



684

TO BIJAPUR

TO HOSPET

Datum = 476

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FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
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VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN CHAINAGE (LME)	[illegible]

LEGEND (PLAN)

LEGEND (PROFILE)

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
		REVISIONS			

DESIGNED	
DRAWN	
CHECKED	
APPROVED	
DATE	APRIL 09

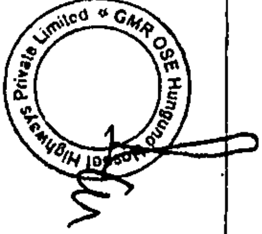
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH-13 PACKAGE-I FROM Km.203+000 TO Km. 250+000

TITLE: PLAN AND PROFILE FROM Km [illegible] TO Km [illegible]

C-718

BHM CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

685

TO BIJAPUR

TO HOSPET

N

Datum = 474

FINISHED ROAD LEVEL LEFT MEDIAN EDGE

FINISHED ROAD LEVEL RIGHT MEDIAN EDGE

EXISTING GROUND/ROAD LEVEL BELOW LHS

EXISTING GROUND/ROAD LEVEL BELOW RHS

GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY

VERTICAL ALIGNMENT LEFT MEDIAN EDGE

VERTICAL ALIGNMENT RIGHT MEDIAN EDGE

HORIZONTAL ALIGNMENT

SUPERELEVATION

DESIGN. CHAINAGE (LHS)

LEGEND (PLAN)

LEGEND (PROFILE)

NO. | DATE | DESCRIPTION | DRAWN | CHECKED | APPROVED

REVISIONS

DESIGNED

DRAWN

CHECKED

APPROVED

DATE

PROJECT:

PACKAGE-

TITLE: PLAN AND PROFILE

C-718

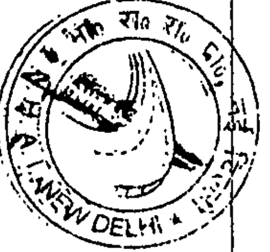
NATIONAL HIGHWAYS AUTHORITY OF INDIA

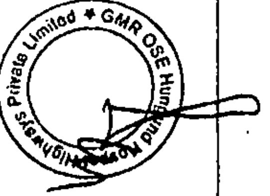
TO BIJAPUR

TO HOSPET

Datum = 409

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FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
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GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LHE)

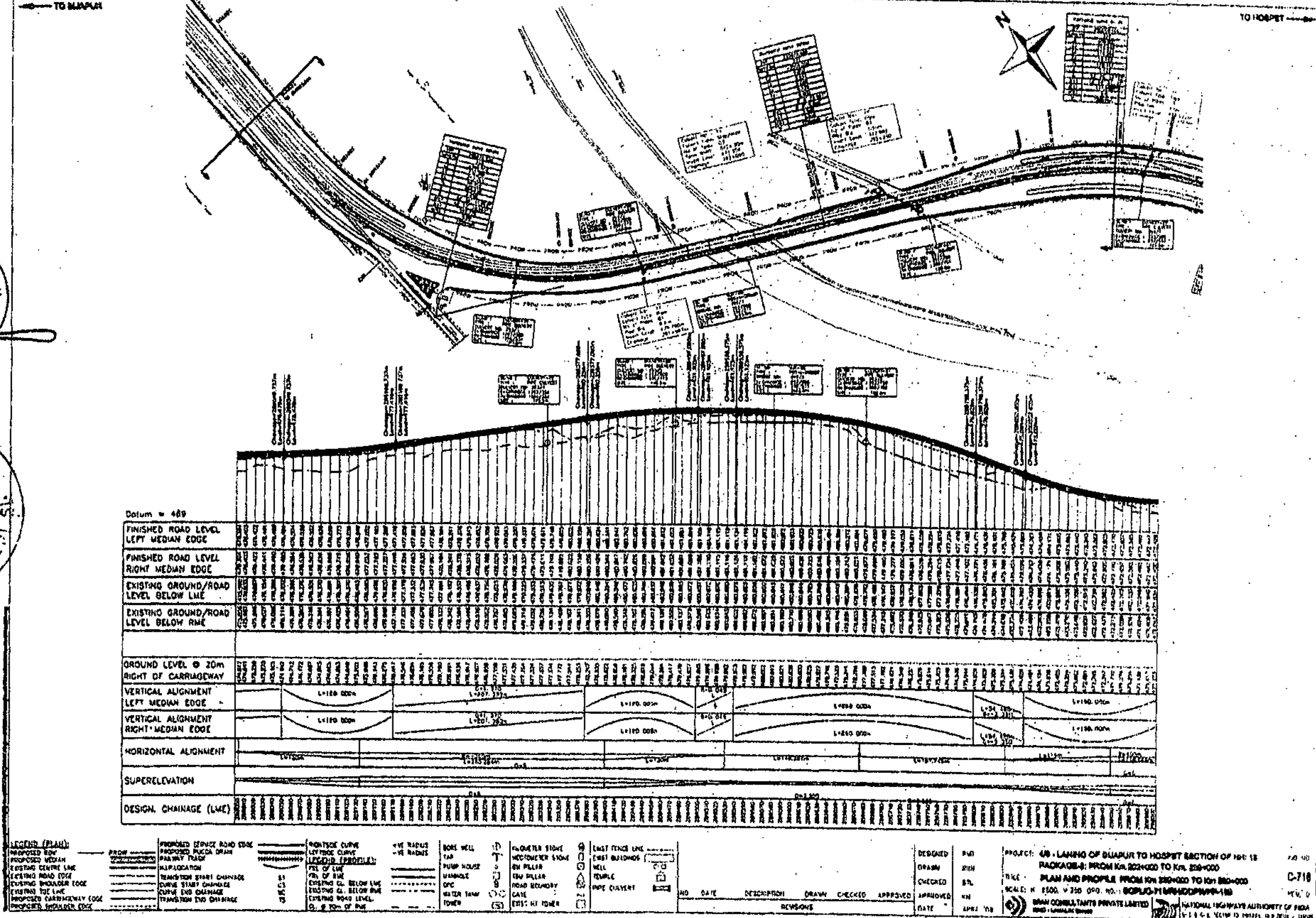




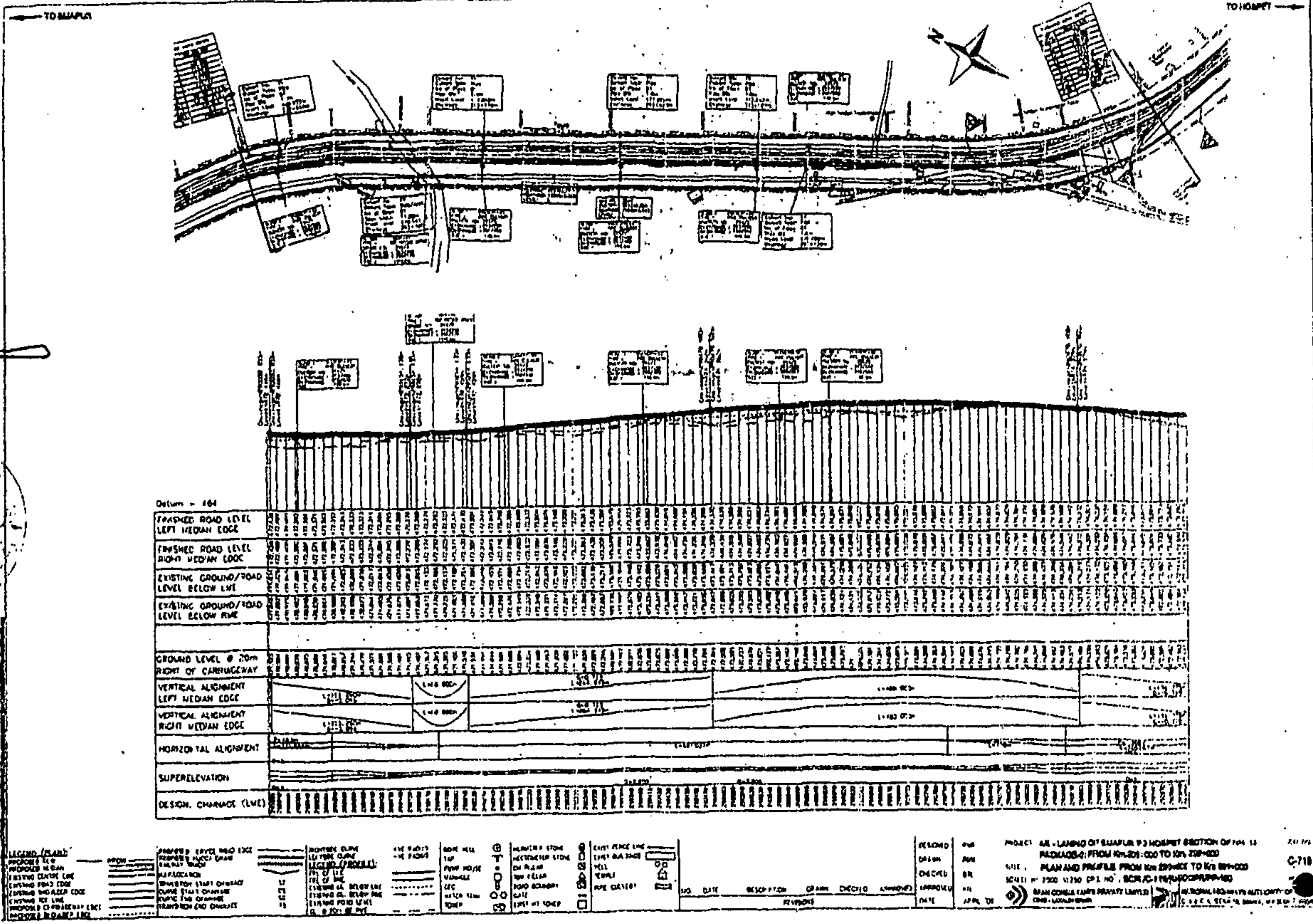
689

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CHECKED		SCALE: [illegible]	
APPROVED		[illegible] CONSULTANTS PRIVATE LIMITED	NATIONAL HIGHWAYS AUTHORITY OF INDIA
DATE	APRIL '01		

687



TO BIJAPUR
TO HOSPET
N
Datum = 469
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LME
EXISTING GROUND/ROAD LEVEL BELOW RME
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN CHAINAGE (LME)
LEGEND (PLAN):
LEGEND (PROFILE):
NO
DATE
DESCRIPTION
DRAWN
CHECKED
APPROVED
REVISIONS
DESIGNED
DRAWN
CHECKED
APPROVED
DATE
PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH: 13
TITLE:
PLAN AND PROFILE
C-716
NATIONAL HIGHWAYS AUTHORITY OF INDIA



TO BIJAPUR
TO HOSPET
Datum = 464
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHF
EXISTING GROUND/ROAD LEVEL BELOW RHF
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LME)
LEGEND (PLAN)
LEGEND (PROFILE)
DESIGNED
DRAWN
CHECKED
APPROVED
DATE
APRIL '08
PLAN AND PROFILE
C-718
GMR OSE Hungund Hospet Highways Private Limited
N.H.A.I. NEW DELHI

688

TO BIJAPUR

TO HOSPET



Datum = 459

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
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EXISTING GROUND/ROAD LEVEL BELOW RME	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LME)	[illegible]

LEGEND (PLAN):
PROPOSED ROW
PROPOSED MEDIAN
EXISTING CENTRE LINE
EXISTING ROAD EDGE
EXISTING SHOULDER EDGE
EXISTING TOE LINE
PROPOSED CARRIAGEWAY EDGE
PROPOSED SHOULDER EDGE
PROPOSED SERVICE ROAD EDGE
PROPOSED PUCCA DRAIN
RAILWAY TRACK
[illegible] LOCATION
TRANSITION START CHAINAGE ST
CURVE START CHAINAGE CS
CURVE END CHAINAGE SC
TRANSITION END CHAINAGE TS
RIGHTSIDE CURVE
LEFTSIDE CURVE
LEGEND (PROFILE):
FRL OF LME
FRL OF RME
EXISTING GL BELOW LME
EXISTING GL BELOW RME
EXISTING ROAD LEVEL
GL @ 20m OF RME
+VE RADIUS
-VE RADIUS
BORE WELL
TAP
PUMP HOUSE
MANHOLE
OFC
WATER TANK
TOWER
KILOMETER STONE
HECTOMETER STONE
BM PILLAR
ROW PILLAR
ROAD BOUNDARY
GATE
EXIST HT TOWER
EXIST FENCE LINE
EXIST BUILDINGS
WELL
TEMPLE
PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

REVISIONS

DESIGNED	[illegible]
DRAWN	[illegible]
CHECKED	[illegible]
APPROVED	[illegible]
DATE	APRIL '07

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH 13 PACKAGE-2) FROM Km.[illegible] TO Km. [illegible]

TITLE: PLAN AND PROFILE FROM Km [illegible] TO Km [illegible]

SCALE: H: 2500, V: 250 DRG. NO.: [illegible]

C-716

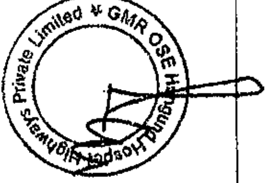
REV. 0

[illegible] CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF INDIA

689

069



← TO BIJAPUR

TO HOSPET →



Datum = 463

FINISHED ROAD LEVEL LEFT MEDIAN EDGE	[illegible]
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW LHE	[illegible]
EXISTING GROUND/ROAD LEVEL BELOW RHE	[illegible]
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY	[illegible]
VERTICAL ALIGNMENT LEFT MEDIAN EDGE	[illegible]
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE	[illegible]
HORIZONTAL ALIGNMENT	[illegible]
SUPERELEVATION	[illegible]
DESIGN. CHAINAGE (LHE)	[illegible]

LEGEND (PLAN) — PROPOSED ROW; PROPOSED MEDIAN; EXISTING CENTRE LINE; EXISTING ROAD EDGE; EXISTING SHOULDER EDGE; EXISTING TOE LINE; PROPOSED CARRIAGEWAY EDGE; PROPOSED SHOULDER EDGE; PROPOSED SERVICE ROAD EDGE; PROPOSED PUCCA DRAIN; RAILWAY TRACK; MAP LOCATION; TRANSITION START CHAINAGE; CURVE START CHAINAGE; CURVE END CHAINAGE; TRANSITION END CHAINAGE

RIGHTSIDE CURVE; LEFTSIDE CURVE

LEGEND (PROFILE) — FRL OF LHE; FRL OF RHE; EXISTING GL BELOW LHE; EXISTING GL BELOW RHE; EXISTING ROAD LEVELS; GL @ 20m OF RHE

BORE WELL; TAP; PUMP HOUSE; MANHOLE; OFC; WATER TANK; TOWER; KILOMETER STONE; HECTOMETER STONE; BM PILLAR; TBM PILLAR; ROAD BOUNDARY; GATE; EXIST HT TOWER; EXIST FENCE LINE; EXIST BUILDINGS; WELL; TEMPLE; PIPE CULVERT

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED
REVISIONS					

DESIGNED	PNR
DRAWN	RRG
CHECKED	BIL
APPROVED	KB
DATE	APRIL '05

PROJECT: 4/6 - LANING OF BIJAPUR TO HOSPET SECTION OF NH. 13 PACKAGE-2: FROM Km.202+000 TO Km. 290+000

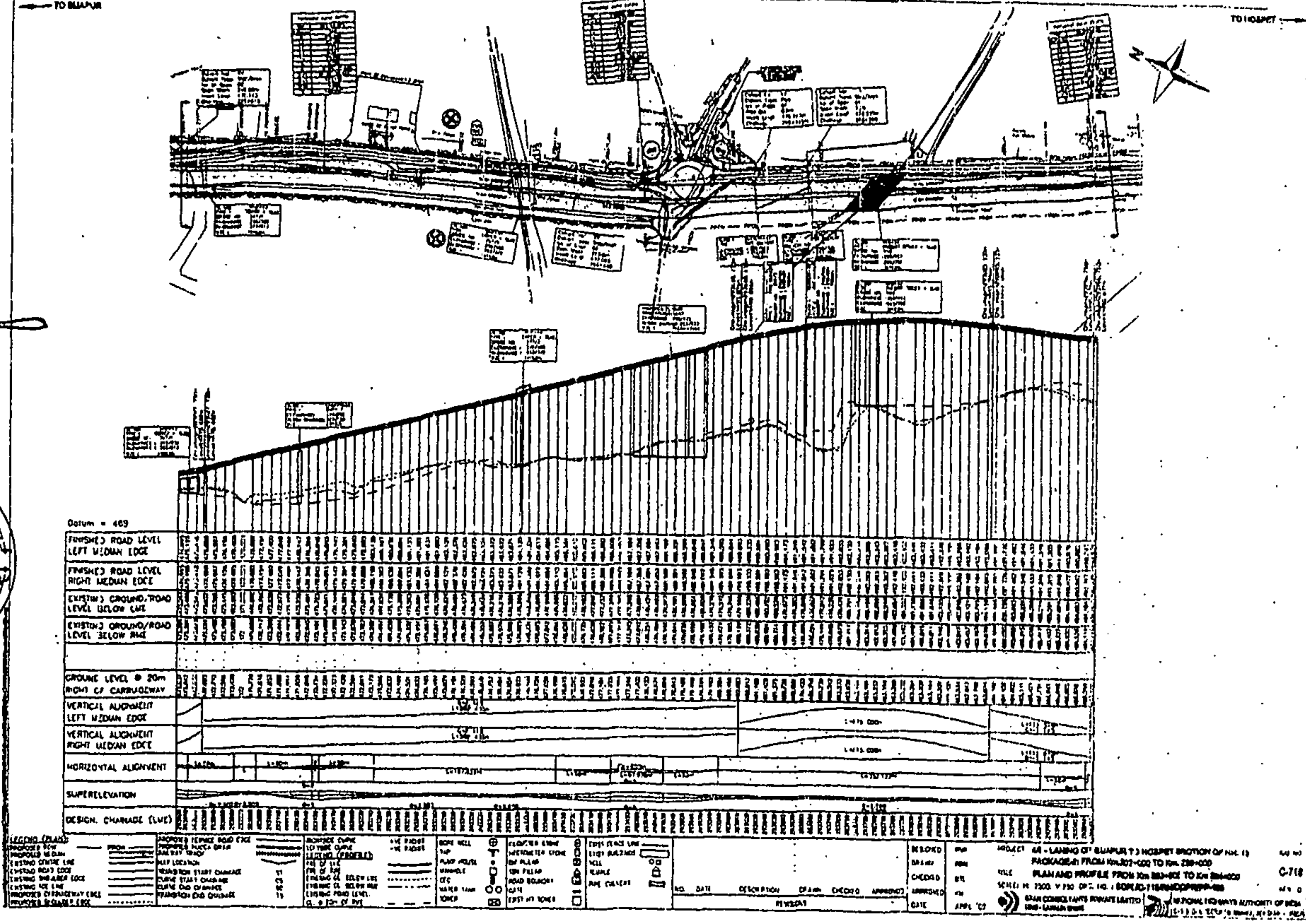
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C-710

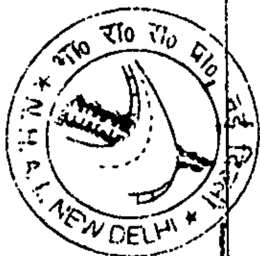
SPAN CONSULTANTS PRIVATE LIMITED

NATIONAL HIGHWAYS AUTHORITY OF [illegible]


TO BIJAPUR
TO HOSPET
Datum = 469
FINISHED ROAD LEVEL LEFT MEDIAN EDGE
FINISHED ROAD LEVEL RIGHT MEDIAN EDGE
EXISTING GROUND/ROAD LEVEL BELOW LHS
EXISTING GROUND/ROAD LEVEL BELOW RHS
GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY
VERTICAL ALIGNMENT LEFT MEDIAN EDGE
VERTICAL ALIGNMENT RIGHT MEDIAN EDGE
HORIZONTAL ALIGNMENT
SUPERELEVATION
DESIGN. CHAINAGE (LHS)
LEGEND (PLAN)
LEGEND (PROFILE)
REVISIONS
DESIGNED
DRAWN
CHECKED
APPROVED
DATE
PROJECT
TITLE
PLAN AND PROFILE
C-718

← TO SHAPUR

TO HOSPET →



GMR OSE Hungund Hospet Highways Private Limited

202

Datum = 482

FINISHED ROAD LEVEL LEFT MEDIAN EDGE

FINISHED ROAD LEVEL RIGHT MEDIAN EDGE

EXISTING GROUND/ROAD LEVEL BELOW LME

EXISTING GROUND/ROAD LEVEL BELOW RME

GROUND LEVEL @ 20m RIGHT OF CARRIAGEWAY

VERTICAL ALIGNMENT LEFT MEDIAN EDGE

VERTICAL ALIGNMENT RIGHT MEDIAN EDGE

HORIZONTAL ALIGNMENT

SUPERELEVATION

DESIGN. CHAINAGE (LME)

LEGEND (PLAN)

LEGEND (PROFILE)

REVISIONS

NO.	DATE	DESCRIPTION	DRAWN	CHECKED	APPROVED

DESIGNED | DRAWN | CHECKED | APPROVED | DATE

PROJECT: 4/6 - LANING OF SHAPUR TO HOSPET SECTION OF NH 13

PACKAGE-2: FROM Km [illegible] TO Km [illegible]

TITLE: PLAN AND PROFILE FROM Km [illegible] TO Km [illegible]

SCALE: H 1:2500 V 1:250

C-718

NATIONAL HIGHWAYS AUTHORITY OF INDIA

Annexure VIII

Addendum for Volume I, Volume II & Volume III

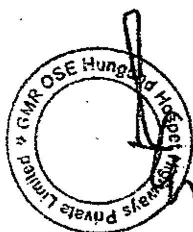




4/6 laning of Hungund-Hospet section of NH-13 from existing Km 202.000 to Km 299.000 in the state of Karnataka under NHDP Phase III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (Package No. NHDP-III/BOT/KNT/06)

ADDENDUMS

Contents





VOLUME - I: INSTRUCTION TO BIDDERS

1. **Addendum I (a)**
   The Estimated Project Cost as per Clause 1.1.1 shall be Rs. 946 Cr in place of Rs. 1209 Cr.

2. **Addendum I (b)**
   The bid security as per Clause 1.2.4, 2.1.7 shall be Rs. 18.92 Cr in place of Rs.22.09 Cr.

3. **Addendum I (c)**

   Clause 2.1.14 (i) shall be read as given below:

Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than **5%** of its paid up and subscribed capital; or

Instead of

Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder (s) (or any of its constituents) is less than **1%** of its paid up and subscribed capital; or

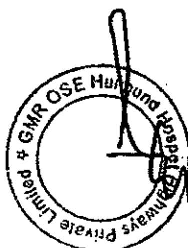
VOLUME - II: DRAFT CONCESSION AGREEMENT

1. **Addendum II (a)**
   The performance security as per Article 9 of the DCA shall be read as **Rs. 47.30 crore** (Forty Seven crores Thirty lacs only) in place of Rs. **60.45 crore**. The whole of Draft Concession Agreement (DCA) stands modified. The modified DCA supersedes the earlier DCA.

VOLUME – III: SCHEDULES

2. **Addendum III (a)**

   The Schedule – A, Schedule - B, Schedule – C, & Schedule-D stand modified. The modified Schedules supersede the earlier Schedule A, B, C, & D.





Annexure IX

Corrigendum III – Extension of Pre bid Conference.





CORRIGENDUM-III

1) 4-Laning of Bijapur - Hungund section of NH-13 from Km 102.000 to Km 202.000 in the state of Karnataka under NHDP Phase III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (Package No. NHDP-III/BOT/KNT/05)

2) 4/6 laning of Hungund-Hospet section of NH-13 from existing Km 202.000 to Km 299.000 in the state of Karnataka under NHDP Phase III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (Package No. NHDP-III/BOT/KNT/06)

The pre-bid meeting for the above two packages have been extended from 06.10.2009 to 13-10-2009.

For details please see NHAI website: (http://www.nhai.org).

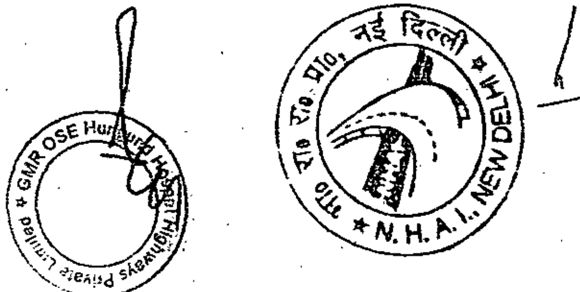
General Manager (BOT)-IA
NHAI, Plot No G – 5 & 6, Sector-10,
Dwarka, New Delhi-110075
Ph 011-25074100/200





Annexure X

Corrigendum II – Extension of Bid due date to 30th October 2009



Corrigendum - II

4/6 laning of Hungund-Hospet section of NH-13 from existing Km 202.000 to Km 299.000 in the state of Karnataka under NHDP Phase III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (Package No. NHDP-III/BOT/KNT/06)

The last date for submission of RFP (Bid) has been extended from 31-08-2009 to 30-10-2009. The bid shall be received up to 1100 hrs.(IST). The schedule of bidding process is as below

Last date for receiving queries	30.09.2009
Pre-Bid meeting	06.10.2009
Authority response to queries latest by	13.10.2009
Bid due date	30.10.2009





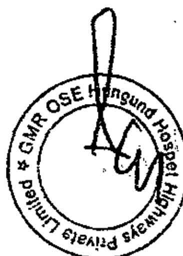
Annexure XI

Corrigendum I – Extension of bid due date to 31st August 2009





CORRIGENDUM-I
(1) 4-laning of Bijapur- Hungund from existing km 102.000 to km 202.000 and (2)4/6 laning of Hungund-Hospet from existing Km 202.000 to Km 299.000 section of NH-13 in the State of Karnataka under NHDP Phase III on BOT (Toll) basis. The last date for submission of the RFP (Bid) has been extended to 1100 Hrs (IST) 31st August, 2009



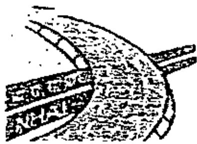


Annexure XII

Corrigendum I – NHAI letter NHAI/BOT/11012/KNT/05/2008/7152 dated 16th June 2009 – List of shortlisted bidders







भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Shipping, Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514
एक्स. / Extn.: 2323 / 2318 / 2466 / 2553

NHAI/BOT/11012/KNT/05/2008/ 7152 **Dated: 16.06.2009**

To,

M/s GMR Infrastructure Ltd.
IBC Knowledge Park, Phase II
D Block, 10th Floor,
4/1 banner Ghatta Road,
Banglore-560029
Tel: 0091-80-40432109
Fax: 0091-80-40432692

Sub: 4/6-laning of Hungad-Hospet Section from km.202.000 to km.299.000 of NH-13 in the State of Karnataka under NHDP Phase-III on Design, Build, Finance, Operation and Transfer (DBFOT) Toll basis (Package No.NHDP-III/BOT/KNT/06) – **Pre-Qualification of Bidders**- Reg.

Ref.: Your RFQ Application dated 16.04.2009

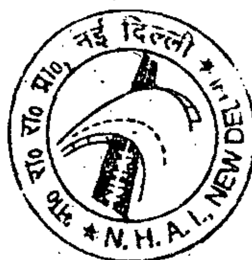
Sir,

Based on the clarifications provided by the applicants for above cited project, NHAI has evaluated the RFQ applications received and announces the list of pre-qualified and short listed applicants as tabulated below in accordance with Clause 1.2.1 of RFQ:

S. No.	Name of Firm
1	M/s IL&FS Transportation Networks Ltd
2	M/s Soma Enterprises Ltd
3	M/s. Sadhbhav Engg. Ltd.-MCC Consortium
4	M/s. Larsen &Toubro Ltd.
5	M/s Gammon Infrastructure (P) Ltd
6	M/s IDFC Projects –PLL consortium
7	M/s Patel-KNR (JV)
8	M/s NCC Infra Holding Ltd
9	M/s GMR Infrastructure Ltd

Contd./-2





2. You are required to ensure continuing compliances to the provisions of RFQ, particularly the Clause 2.2.1 and 2.2.11. Please note that the provisions of the RFQ shall apply mutatis-mutandis to this announcement regarding prequalification and subsequent bidding.

3. You are now eligible for participation in the second stage of the bidding process (the "Bid Stage"). The sale of RFP in this regard shall commence w.e.f. **19.06.2009** with **due date of bid submission on 18.08.2009.**

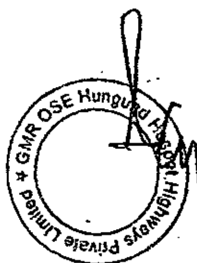
4. Kindly note that any deviation from the format provided in the RFP document may lead to rejection of the bid as Non-Responsive.

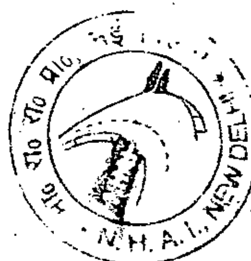
5. The bidding documents for the project will be provided to every eligible applicant on payment **(non-refundable) of Rs.2,00,000/-** (Rupees Two Lakhs only) from the address given below. The payment shall be received by way of crossed Demand Draft drawn in favour of National Highways Authority of India, payable on any Scheduled Bank at New Delhi. The Demand Draft must be prepared on or before the last date of sale of RFP documents.

Gautam Das
General Manager (BOT)IA
Plot No.G-5&6,
Sector-10, Dwarka,
New Delhi1-110075
Tel: 2574100/200 Extn.1122
Fax: 25093527

Yours faithfully,

(Gautam Das)
General Manager(BOT)IA





Part B

Annexure

Annexure I

GMR letter GIL/BD/PJ/09-10/211 dated 17th March 2010 regarding formation of SPV





GMR Infrastructure Limited

Corporate Office
IBC Knowledge Park, Phase 2,
'D' Block, 10th Floor, 4/1,
Bannerghatta Road, Bangalore 560 029
T +91 80 40432000
F +91 80 40432333
W www.gmrgroup.in

Ref.: GIL/BD/PJ/09-10/211

Date: 17th March 2010

To,
Mr. Vishal Gupta
General Manager (Tech)
National Highways Authority of India
G-5 & 6, Sector- 10, Dwarka
NEW DELHI-110 075
FAX No.: +91 - 11 25074100
Ph No. +91 11 25074100 Extn.1417
Email:vishalgupta@nhai.org

Dear Sir,

Sub: 4 laning of Hungund – Hospet section of NH – 13 from Km 202.00 to Km 299.00 in the state of Karnataka under NHDP Phase – III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (Package No . NHDP-III/BOT/KNT/06) – Formation of SPV named as GMR OSE Hungund Hospet Highways Private Limited (Company)

Ref: Object Clauses at 3 & 4 under Main Object Clauses of Memorandum of Association of the Company

Respected Sir,

With respect to captioned subject & reference thereof, we wish to bring your kind notice that the Main Object Clauses of the Memorandum of Association of the Company represent the Project and the business activities related to the Project.

We further submit that the object clauses under clauses 3 & 4 are similar to earlier project named GMR Hyderabad Vijayawada Expressways P.L. which has been duly accepted.

Considering the above submission in due compliance with requirements / recommendations of NHAI, we request you to accept the same.

Kindly acknowledge receipt of this letter.

Thanking you,

Yours faithfully,
For GMR Infrastructure Limited – OSE Consortium

S.K. Kulkarni
Authorized Signatory





Regd. Office:
25/1, Skip House,
Museum Road, Bangalore 560 025

Annexure II

GMR letter GIL/BD/KR/09-10/209 dated 17th March 2010 regarding date for signing Concession Agreement





GMR Infrastructure Limited

GMR

Corporate Office:
IBC Knowledge Park, Phase 2,
"D" Block, 10th Floor, 4/1,
Bannerghatta Road, Bangalore 560 029
T +91 80 40432000
F +91 80 40432333
W www.gmrgroup.in

Ref : GIL/BD/KR/09-10/209

Date: 17th March 2010

To,
Mr.Vishal Gupta
General Manager (K & K)
National Highways Authority of India
G-5 & 6, Sector -10, Dwarka,
New Delhi – 110 075

Ph : 011-25074100 (Extn 1417)
Fax:011-25093513
E-mail:vishalgupta@nhai.org

Dear Sir,

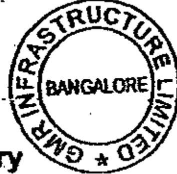
Sub: 4/6 laning of Hungund-Hospet Section from km 202.000 to km 299.000 of NH-13 in the State of Karnataka under NHDP Phase-III on Design, Build, Finance, Operation and Transfer (DBFOT) Toll basis (Package No. NHDP- III/BOT/KNT/06).

Ref: 1. Our letter no. GIL/BD/PJ/09-10/196 dated 3/3/2010
2. Your letter no. NHAI/BOT/11012/KNT/Concession/2010/2/422 dated 8/03/2010

With reference to above mentioned subject and letter no. 2 cited above, we request you to consider the signing of Concession Agreement for the project on 22nd March 2010. Kindly provide the soft copy of the draft Concession Agreement immediatlety for our review.

Thanking you,

Yours truly
For GMR Infrastructure Limited -OSE Consortium



S.K.Kulkarni
Authorised Signatory





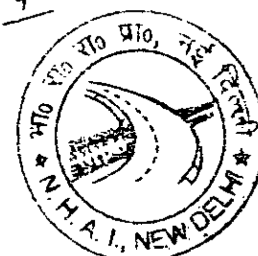
Agri Business | Airports | Energy | Foundation | Highways | Urban Infrastructure

Regd. Office:
25/1, Skip House,
Museum Road, Bangalore 560 025

Annexure III

GMR letter GIL/BD/PJ/09-10/203 dated 9th March 2010 containing (Shareholding pattern of SPV, True copy of Board Resolutions to undertake the project , Name , Designation and other details of person duly authorized to execute Concession Agreement, Board resolution from the members of consortium authorizing respective companies to invest in the equity of SPV, Register of Members of SPV, List of Directors of SPV)





GMR OSE Hungund Hospet Highways Private Limited

Corporate Office:
IBC Knowledge Park, Phase 2,
"D" Block, 10th Floor, 4/1,
Bannerghatta Road, Bangalore 560 029
T +91 80 40432000
F +91 80 40432333
W www.gmrgroup.in

Ref.: GIL/BD/PJ/09-10/203A

Date: 9th March 2010

To,
Mr. Vishal Gupta
General Manager (Tech)
National Highways Authority of India
G-5 & 6, Sector- 10, Dwarka
NEW DELHI-110 075
FAX No.: +91 - 11 25074100
Ph No. +91 11 25074100 Extn.1417
Email:vishalgupta@nhai.org

Dear Sir,

Sub: **4 laning of Hungund – Hospet section of NH – 13 from Km 202.00 to Km 299.00 in the state of Karnataka under NHDP Phase – III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (Package No . NHDP-III/BOT/KNT/06) -**

Ref: **1. Our letter No. GIL/BD/PJ/09-10/187 dated 16th February 2010**
2. Our letter No. GIL/BD/PJ/09-10/203 dated 9th March 2010

GMR Infrastructure Limited – OSE Consortium incorporated GMR OSE Hungund Hospet Highways Private Limited ("SPV") and the same was informed vide the above referred letter dated 16th February 2010 to the Authority.

We hereby request the Authority to accept the SPV as the entity to undertake and perform the obligations and exercise the rights of the Consortium including the obligations to enter into the Concession Agreement for the above referred Project.

Thanking you,

Yours faithfully,
For GMR OSE Hungund Hospet Highways Private Limited

Director





Registered Office:
25/1, Skip House, Museum Road
Bangalore-560025, Karnataka

GMR Infrastructure Limited

GMR

Corporate Office:
IBC Knowledge Park, Phase 2,
'D' Block, 10th Floor, 4/1,
Bannerghatta Road, Bangalore 560 029
T +91 80 40432000
F +91 80 40432333
W www.gmrgroup.in

Ref.: GIL/BD/PJ/09-10/203

Date: 9th March 2010

To,

Mr. Vishal Gupta
General Manager (Tech)
National Highways Authority of India
G-5 & 6, Sector- 10, Dwarka
NEW DELHI-110 075
FAX No.: +91 - 11 25074100
Ph No. +91 11 25074100 Extn.1417
Email:vishalgupta@nhai.org

Dear Sir,

Sub: 4 laning of Hungund – Hospet section of NH – 13 from Km 202.00 to Km 299.00 in the state of Karnataka under NHDP Phase – III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (Package No . NHDP-III/BOT/KNT/06)

Ref: 1) Your letter NHAI/BOT/11012/PPPAC/KNT/05/2008/19 dated 8th February 2010
2) Our letter GIL/BD/KR/09-10/186 dated 11th February 2010
3) Our letter GIL/BD/PJ/09-10/187 dated 16th February 2010

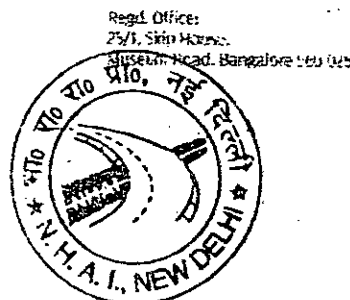
Consequent upon receiving the Letter of Award (LOA) vide your letter cited in reference 1 above, we have accepted the LOA vide our letter in reference 2. The SPV incorporation details (Memorandum of Association & Articles of Association) were submitted vide our letter cited in reference 3 above.

Further, we hereby submit the following certified documents for your kind perusal.

1. Shareholding Pattern of SPV
2. True copy of Resolution of SPV confirming that it has been constituted for the execution of the Concession Agreement with the Authority and undertaking the project as per LOA containing the following:
   a) Resolving to undertake the Project
   b) Name, Designation and other details of the person duly authorized to execute the Concession Agreement with the Authority on behalf of SPV.
3. Board Resolution from the members of the Consortium authorizing the respective companies to invest in the equity of SPV and continue to maintain the equity participation in SPV as per terms of the CA
4. Register of Members of SPV
5. List of Directors of SPV

We are enclosing a legal opinion with respect to this SPV.





Regd. Office:
25/1, Skip House,
Museum Road, Bangalore 560 025

GMR

We now request you to kindly provide us the Draft Concession Agreement, incorporating the addendums for our perusal. Also kindly intimate us the date for signing of Concession Agreement at the earliest.

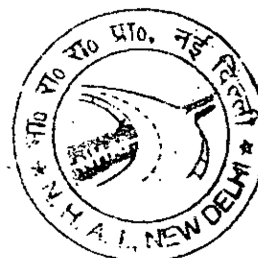
Thanking you,

Yours faithfully,
For GMR Infrastructure Limited – OSE Consortium

S.K. Kulkarni
Authorized Signatory

Encl: As above





GMR
Corporate Office:
IBC Knowledge Park, Phase 2
'D' Block, 10th Floor, 4/1,
Bannerghatta Road, Bangalore 560 029
T +91 80 40432000
F +91 80 40432333
W www.gmrgroup.in

Share Holding pattern

> ***Authorised Capital*** : **Rs. 1,00,000/-**

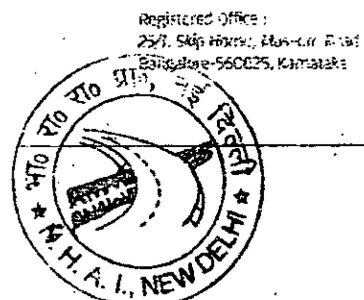
> **Paid Up Capital** : **Rs. 1,00,000/-**

Sl.No	Name of shareholder	No of shares (face value =Rs. 10)	% of shareholding
1.	GMR Infrastructure Limited	5100	51%
2.	Oriental Structural Engineers Private Limited	4900	49%
	TOTAL	10,000	100%

//Certified to be true//
For GMR OSE Hungund Hospet Highways Private Limited

Director





Registered Office:
25/1, Skip House, Museum Road
Bangalore-560025, Karnataka

GMR OSE Hungund Hospet Highways Private Limited

G R

Corporate Office:
IBC Knowledge Park, Phase 2,
'D' Block, 10th Floor, 4/1,
Bannerghatta Road, Bangalore 560 029
T +91 80 40432000
F +91 80 40432333
W www.gmrgroup.in

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF GMR OSE HUNGUND HOSPET HIGHWAYS PRIVATE LIMITED HELD ON SATURDAY THE 6TH DAY OF MARCH 2010, AT BOARD ROOM, 10th FLOOR, IBC KNOWLEDGE PARK, PHASE – 2, 'D' BLOCK, NO. 4/1, BANNERGHATTA ROAD, BANGALORE – 560 029

FOR UNDERTAKING THE PROJECT

"**RESOLVED THAT** the Company being Special Purpose Vehicle (SPV), duly incorporate under the Companies Act, 1956, bearing Registration No. U45201KA2010PTC052377 vide Certificate of Incorporation issued by the Registrar of Companies, Karnataka on February 5, 2010. do undertake to implement the highway project for Design, Build, Finance, Operate and Transfer on DBFOT (Toll) basis of 4 laning of Hungund- Hospet section of NH-13 from Km 202/000 to Km 299/000, under NHDP – Phase III, in the State of Karnataka (Package No NHDP-III/BOT/KNT/06) as per the terms of Concession Agreement with National Highways Authority of India"

//Certified to be true//
For GMR OSE Hungund Hospet Highways Private Limited

Director

Registered Office:
25/1, Skip House, Museum Road
Bangalore 560025, Karnataka





GMR OSE Hungund Hospet Highways Private Limited

GMR

Corporate Office:
IBC Knowledge Park, Phase 2
"D" Block, 10th Floor, 4/1,
Bannerghatta Road, Bangalore 560 029
T +91 80 40432000
F +91 80 40432333

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF GMR OSE HUNGUND HOSPET HIGHWAYS PRIVATE LIMITED HELD ON SATURDAY THE 6TH DAY OF MARCH 2010, AT BOARD ROOM, 10th FLOOR, IBC KNOWLEDGE PARK, PHASE – 2, 'D' BLOCK, NO. 4/1, BANNERGHATTA ROAD, BANGALORE – 560 029

EXECUTION OF CONCESSION AGREEMENT BY AUTHORISED PERSONS ON BEHALF OF THE COMPANY

"**RESOLVED THAT** the Company do enter into a Concession Agreement with National Highways Authority of India (NHAI), for Design, Build, Finance, Operate and Transfer on DBFOT (Toll) basis of 4 laning of Hungund- Hospet section of NH-13 from Km 202/000 to Km 299/000, under NHDP – Phase III, in the State of Karnataka (Package No NHDP-III/BOT/KNT/06).

RESOLVED FURTHER THAT the Draft Concession Agreement together with addendums and other Agreements including Substitution Agreement, State support agreement in relation to the said project as circulated along with bid documents and addendums issued from time to time, (copies of which, have been placed on the table at the meeting), be and are hereby approved and accepted.

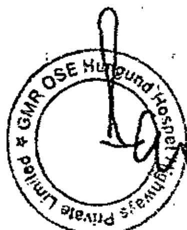
RESOLVED FURTHER THAT Mr. D.R.Santhana Krishnan, Mr.Bhaskar Anand Rao Mr. V.C.Verma, Mr. Ashok Aggarwal, Directors of the Company be and are hereby authorized severally to approve, finalize, sign and execute on behalf of the Company, the Concession Agreement with National Highways Authority of India, and such other Agreements, Deeds, Documents, Instruments, papers, Undertakings, Forms, Letters and Other writings, etc with any modifications / alterations as may be considered necessary.

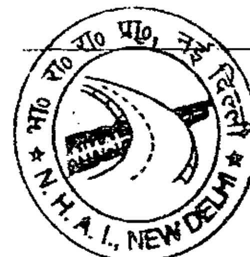
RESOLVED FURTHER THAT the Common Seal of the Company be affixed to the aforesaid Agreements, Deeds, Documents, Instruments, papers, Undertakings, Forms, Letters and Other writings, etc wherever necessary in the presence of any one of the aforesaid Directors who shall sign the same in token thereof."

//Certified to be true//
For GMR OSE Hungund Hospet Highways Private Limited

Director

Registered Office:
25/1, Skip House, Museum Road
Bangalore 560025, Karnataka





GMR Infrastructure Limited

Corporate Office:
IBC Knowledge Park, Phase 2,
'D' Block, 10th Floor, 4/1,
Bannerghatta Road, Bangalore 560 029
T +91 80 40432000
F +91 80 40432333
W www.gmrgroup.in

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF MANAGEMENT COMMITTEE OF THE BOARD OF DIRECTORS OF GMR INFRASTRUCTURE LIMITED HELD ON SATURDAY THE 6TH DAY OF MARCH 2010 AT 1.30 PM AT IBC KNOWLEDGE PARK, 11TH FLOOR PHASE – 2, 'D' BLOCKNO. 4/1, BANNERGHATTA ROAD BANGALORE – 560 029

Investments in GMR OSE Hungund Hospet Highways Private Limited

"**RESOLVED THAT** pursuant to Section 292 of the Companies Act, 1956 and other applicable laws, the Company do subscribe / acquire / invest in the Equity / Preference Share Capital of the Special Purpose Vehicle Company named "GMR OSE Hungund Hospet Highways Private Limited", ('SPV') for implementing the project of developing and constructing 99.054 km highway on Hungund Hospet Section on NH-13, up to 51% of the Capital of the SPV, not exceeding Rs. 100 Crore."

"**RESOLVED FURTHER THAT** the Company do undertake to maintain the equity participation in the SPV as per the terms of the Concession Agreement to be entered into between SPV and NHAI."

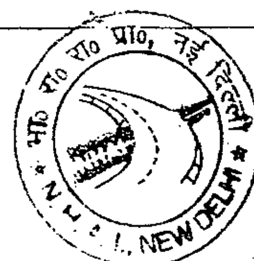
"**RESOLVED FURTHER THAT** Mr. G.M. Rao, Executive Chairman, Mr. G.B.S. Raju, Managing Director, Mr. Srinivas Bommidala, Group Director, Mr. O. B. Raju, Director, Mr. A. Subba Rao, Group CFO, Mr. Bhaskar Anand Rao, Mr. K Sreemannarayana, Mr. D R Santhana Krishnan, Authorised Signatories and Mr. C.P. Sounderarajan, Company Secretary be and are hereby severally authorized to do all such acts, deeds and things as may be required for the proposed subscription / acquisition / investments in the capital of SPV, including signing, sealing of all applications, documents, papers, undertakings, forms, agreements and submitting thereof, on behalf of the company."

//Certified to be true//
For GMR Infrastructure Limited

C.P.Sounderarajan
Company Secretary

Regd. Office
25/1, Skip House,
Museum Road, Bangalore 560 025





CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ORIENTAL STRUCTURAL ENGINEERS PRIVATE LIMITED AT THEIR MEETING HELD ON MARCH 8, 2010.

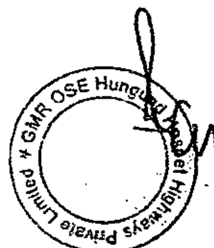
"RESOLVED UNANIMOUSLY THAT pursuant to Section 292 of the Companies Act, 1956 and other applicable laws, the Company do subscribe / invest in the Equity / Preference Share Capital of the Special Purpose Vehicle Company named "GMR OSE Hungund Hospet Highways Private Limited" for implementing the project of developing and constructing 99.054 km highway on Hungund Hospet Section of NH-13, up to 49% of the Capital of SPV, i.e. up to an amount not exceeding Rs. 95 Crores."

"RESOLVED FURTHER THAT the Company do undertake to maintain the equity participation in the SPV as per the terms of the Draft Concession Agreement to be entered into between SPV and NHAI."

"RESOLVED FURTHER THAT Mr. Kanwaljit Singh Bakshi, Director and Mr. Sanjit Bakshi, Director of the Company, be and are hereby severally authorized to do all such acts, deeds and things as may be required for the proposed subscription / investment, including signing, sealing of all applications, documents, papers, undertakings, forms, agreements and submitting thereof on behalf of the company"

CERTIFIED TO BE TRUE COPY
FOR ORIENTAL STRUCTURAL ENGINEERS PRIVATE LIMITED

DIRECTOR







Industrial and Commercial Prints

REGISTER OF MEMBERS & SHARE LEDGER

(APPENDIX SEE RULE 7)

Folio No. 05

Name of Holder & Address: GMR Infrastructure Limited, 25/1 SKIP House, Museum Road, Bangalore - 560025

Joint Holder/s: NA

Occupation: Business Status: Bodycorporate

Father's / Husband's Name: NA

Date at which entered as a Member: 06.03.2010

Date at which ceased to be a Member:

DETAILS OF PAYMENT			
Allotment Call	1st Call	2nd Call	3rd Call

SHARES ACQUIRED

No. of allotment or transfer	Date of Allotment or entry of Transfer	No. of Shares alloted or transferred	Distinctive No. of Shares From	Distinctive No. of Shares To	No. & Date of Issue of Certificate	Transferor's folio	Nominal value of Shares acquired	Remarks
1	2	3	4	5	6	7	8	9
T5	06.03.2010	4590	01	4590	GHROSE/[illegible] 06.03.2010	03	45,900	
T7	06.03.2010	410	4591	5000	GHROSE/[illegible] 06.03.2010	04	4,100	
T8	06.03.2010	100	9901	10,000	GHROSE/[illegible] 06.03.2010	04	1,000	

SHARES TRANSFERRED OR FORFEITED

No. of Transfer	Date of Transfer or Forfeiture	No. of Shares Transferred/ Forfeited	Distinctive No. of Shares From	Distinctive No. of Shares To	Transferee's folio	Total nominal value of Shares Transferred	Balance of Shares held	Remarks
10	11	12	13	14	15	16	17	18
-	-	-	-	-	-	-	4590	
-	-	-	-	-	-	-	5000	
-	-	-	-	-	-	-	5100	

REGISTER OF MEMBERS & SHARE LEDGER

(APPENDIX SEE RULE 7)

Folio No. 06

Name of Holder & Address: Oriental Structural Engineers private Ltd, No. 21, Commercial Complex, Malcha Marg, Chanakya puri, New Delhi - 110021

Joint Holder/s: NA

Occupation: Business Status: Bodycorporate

Father's / Husband's Name: NA

Date at which entered as a Member: 06.03.2010

Date at which ceased to be a Member:

DETAILS OF PAYMENT			
Allotment Call	1st Call	2nd Call	3rd Call

SHARES ACQUIRED

No. of allotment or transfer	Date of Allotment or entry of Transfer	No. of Shares alloted or transferred	Distinctive No. of Shares From	Distinctive No. of Shares To	No. & Date of issue of Certificate	Transferor's folio	Nominal value of Shares acquired	Remarks
1	2	3	4	5	6	7	8	9
T6	06.08.2010	4900	5001	9900	GHROSE/[illegible] 06.03.2010	03	49000	

SHARES TRANSFERRED OR FORFEITED

No. of Transfer	Date of Transfer or Forfeiture	No. of Shares Transferred/ Forfeited	Distinctive No. of Shares From	Distinctive No. of Shares To	Transferee's folio	Total nominal value of Shares Transferred	Balance of Shares held	Remarks
10	11	12	13	14	15	16	17	18
-	-	-	-	-	-	-	4900	

For GMR OSE Hungund Hospet Highways Private Limited

Director

GMR OSE Hungund Hospet Highways Private Limited

718

GMR

Corporate Office:
[illegible]
Bannerghatta Road, Bangalore 560 076
[illegible]

List of Directors of GMR OSE Hungund Hospet Highways Private Limited

Sl.No	Name of the Director	Designation
1.	Mr.D.R.Santhana Krishnan	Director
2.	Mr.Bhaskar Ananda Rao	Director
3.	Mr. V.C.Verma	Director
4.	Mr. Ashok Aggarwal	Director

//Certified to be true//
For GMR OSE Hungund Hospet Highways Private Limited

Director

Registered Office:
[illegible] Museum Road
Bangalore-560025, Karnataka





GURURAJ & ASSOCIATES
ADVOCATES
NO.9, FIRST FLOOR, PARK ROAD, TASKER TOWN, BANGALORE 560 051. TELE/FAX: 080 22861200.
TELE: 080 4113 0270 E MAIL: legal solutions@hotmail.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA 09-03-2010
(Ministry of Road Transport and Highways)
G - 5 & 6, Sector 10
Dwarka, New Delhi - 110 075

Re: GMR OSE Hungund - Hospet Highways Private Limited

Sirs,

This opinion ("Opinion") is furnished to you pursuant to your request made to the GMR Infrastructure Limited and Oriental Structural Engineers Private Limited Consortium, by way of letter NHAI/ BOT-I/11012/KNT/Concession/2010/2/422 dated March 8, 2010 and relate to Clause 4.1.3 (h) of the Draft Concession Agreement ("Concession Agreement") to be executed between GMR OSE Hungund Hospet Highways Private Limited ("Concessionaire") and NHAI:

1. To provide this opinion, we have examined the documents listed in Schedule I attached hereto (Documents), the Memorandum of Association and Articles of Association of the Concessionaire, together with the Certificate of Incorporation of the Concessionaire and have satisfied as to such matters as we have deemed necessary in order to render this Opinion.

2. Subject to para (3) below, we are of the opinion that:
   a. The Concessionaire is a duly organised, validly existing company under the Laws of India;
   b. The Concessionaire has full power and authority to execute, deliver and perform its obligations under the Concession Agreement and to carry out the transaction contemplated thereby;
   c. The Concessionaire has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of the Concession Agreement.
   d. The shareholders of the Concessionaire as on the date of this Opinion are the members of the Consortium and their shareholding in the Concessionaire is as per the Joint Bidding Agreement dated December 4, 2009;





GURURAJ & ASSOCIATES

ADVOCATES

3. This opinion is issued on March 9, 2010 and is based on the following assumptions, limitations and qualifications:
   a) All copies, including faxed copies and those sent by e-mail, of the *Documents from the records of the Concessionaire submitted to us* are complete and conform in all respects with the originals;
   b) The authenticity of all signatures, seals and dates, in the Documents;
   c) No board resolution required for executing the Concession Agreement has been revoked;
   d) The board meetings to which any extracts relate, was properly convened and all directors who attended and voted were entitled to do so;
   e) No person entitled to rely on this opinion is aware that any assumption we have made is incorrect;
   f) We did not independently validate the information contained in the Documents provided to us by the Concessionaire with any regulatory authority or with any external sources and have solely relied on the Documents provided to us;
   g) We have relied upon representations of the officers of the Concessionaire as to which we have no material to indicate, nor reason to believe, that such representations are not correct or genuine.

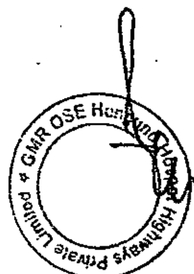
4. Unless a capitalised term is specifically defined in this opinion, such capitalised term shall have the meaning ascribed to it in the Concession Agreement.

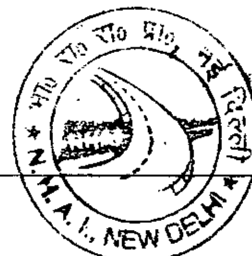
5. This Opinion is addressed to the addressee in connection with the request made pursuant to the letter of NHAI referred above and may not, without our prior consent, be:
   (a) relied for any other purpose
   (b) filed with any other governmental authority or other agency or other person quoted or referred to in a public document.

Other than as expressly stated in this Opinion, we express no opinion on any other issue relating to the Concession Agreement or the transactions contemplated thereby.

Yours sincerely,

Gururaj D.M., Advocate,
For: M/s. Gururaj & Associates, Advocates.



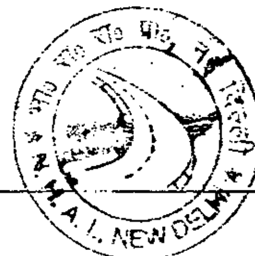


Schedule I

Documents

1. Joint Bidding Agreement dated December 4, 2009 between GMR Infrastructure Limited and Oriental Structural Engineers Private Limited;
2. Draft Concession Agreement (*limited to the extent of the requirement of Clause 4.1.3 (h)*)
3. Certified true copy of the Resolution passed at the Meeting of the Board of Directors of GMR Infrastructure Limited held on March 6, 2010
4. Certified true copy of the Resolution passed at the Meeting of the Board of Directors of GMR OSE Hungund Hospet Highways Private Limited held on March 6, 2010.
5. Certified true copy of the Resolution passed at the Meeting of the Board of Directors of Oriental Structural Engineers Private Limited held on March 8, 2010
6. Certified extract of the Shareholders Register of the Concessionaire;
7. Correspondence between GMR-OSE Consortium and NHAI
8. Letter from NHAI bearing ref: NHAI/ BOT-I/11012/KNT/Concession/2010/2/422 dated March 8, 2010

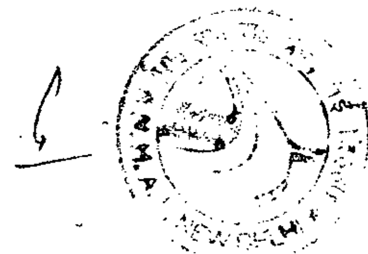




Annexure IV

NHAI letter NHAI/BOT/11012/KNT/Concession/2010/2/422 dated 8th March 2010 requesting submission of documents prior to signing of Concession Agreement







भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/BOT/11012/KNT/Concession/2010/2 / ४२१

08.03.2010

To

M/s GMR Infrastructure Ltd – OSE Consortium
IBC Knowledge Park, Phase-2
D-Block, 10th Floor, 4/1, Bannerghatta Road
Banglore, Karnatka
560029
Fax No.: 080-40432692

Kind Attn : Shri S.K. Kulkarni, Authorized Signatory

Sub: 4-laning of Hungund – Hospet section of NH-13 from km202.000 to km 299.000 in the state of Karnataka under NHDP Phase-III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis (Package No. NHDP-III/BOT/KNT/06)

Sir,

Please refer to your letter no GIL/BD/PJ/09-10/196 dated 03.03.2010 on the subject mentioned above requesting for extension of date of signing of the Concession Agreement. With the approval of the Competent Authority, the date for signing of the Concession Agreement has been extended by 15 days i.e. upto 24.03.2010.

2. You are required to submit the following documents before signing of the Concession Agreement.

(i) Shareholding Pattern of GMR OSE Hungund Hospet Highways Private Limited
(ii) Certified true copy of the resolution of the Board of Directors of the SPV confirming that it has been constituted for execution of the Concession Agreement with the Authority and undertaking the project as per the Letter of Award containing the following.
  (a) Resolving to undertake the project.
  (b) Names, Designation and other details of the person duly authorized to execute the Concession Agreement with the Authority on behalf of the SPV
(iii) Board Resolutions from the partners of the Consortium namely M/s GMR Infrastructure Ltd and M/s Oriental Structural Engineers Pvt. Ltd authorizing the the respective companies to invest in the equity of the SPV and continue to maintain equity participation in the SPV as per the terms of Concession Agreement
(iv) Legal opinion regarding the SPV
(v) Register of the Members of the SPV
(vi) Certified List of Directors of SPV
(vii) Certificate of commencement of business of the SPV (from the Registrar of Companies).

3. You are requested to submit the above mentioned documents at the earliest.

Yours faithfully,

(Vishal Gupta)
General Manager (K & K)





Annexure V

Memorandum of Association and Articles of Association of GMR OSE Hungund Hospet Highways Pvt Ltd





Memorandum of Association

and

Articles of Association

of

GMR OSE HUNGUND HOSPET HIGHWAYS PRIVATE LIMITED

For GMR OSE Hungund Hospet Highways Private Limited

Director





भारत सरकार–कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, करनाटका

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य–खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण–पत्र

कॉर्पोरेट पहचान संख्या : U45201KA2010PTC052377

मैसर्स GMR OSE Hungund Hospet Highways Private Limited

के अंशधारकों ने दिनांक 18/03/2010 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम,1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम–ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतदद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम–ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

मेरे हस्ताक्षर द्वारा बेंगलूर में यह प्रमाण–पत्र, आज दिनांक उनतीस मार्च दो हजार दस को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Karnataka

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

Corporate Identity Number : U45201KA2010PTC052377

The share holders of M/s GMR OSE Hungund Hospet Highways Private Limited having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 18/03/2010 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Bangalore this Twenty Nineth day of March Two Thousand Ten .

(K GEETHA MAHALAKSHMI)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

करनाटका

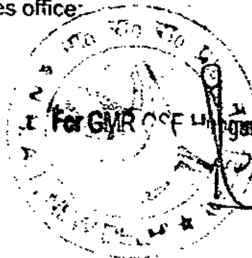
Karnataka

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

GMR OSE Hungund Hospet Highways Private Limited
[illegible] HOUSE, MUSEUM ROAD,
BANGALORE - 560025,
Karnataka, INDIA





For GMR OSE Hungund Hospet Highways Private Limited

Director

727



प्रारुप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U45201KA2010PTC052377 2009 - 2010

मैं एतद्द्वारा सत्यापित करता हूं कि मैसर्स

GMR OSE Hungund Hospet Highways Private Limited

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अतंर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक पांच फरवरी दो हजार दस को मेरे हस्ताक्षर से बेंगलूर में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U45201KA2010PTC052377 2009 - 2010

I hereby certify that GMR OSE Hungund Hospet Highways Private Limited is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Bangalore this Fifth day of February Two Thousand Ten .



(A M SRIDHARAN)

उप कंपनी रजिस्ट्रार / Deputy Registrar of Companies

करनाटका

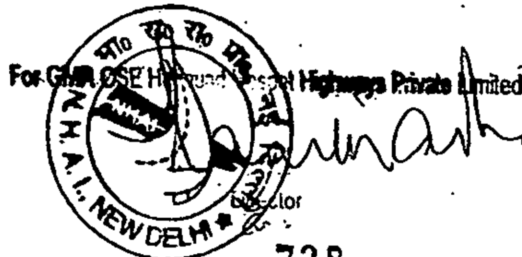
Karnataka

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

GMR OSE Hungund Hospet Highways Private Limited
25/1, SKIP HOUSE, MUSEUM ROAD,
BANGALORE - 560025,
Karnataka, INDIA





MEMORANDUM OF ASSOCIATION
OF
GMR OSE HUNGUND HOSPET HIGHWAYS PRIVATE LIMITED

(Company Incorporated under Companies Act [(1) of 1956)]
{Company limited by shares}

I. The name of the Company is **GMR OSE HUNGUND HOSPET HIGHWAYS PRIVATE LIMITED**

II. The Registered office of the Company will be situated in the **State of Karnataka**

III. The objects for which the company is established are:

(A) THE MAIN OBJECTS OF THE COMPANY, TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To design, engineering, procurement, construction, development, finance, operation and maintenance of 4 laning of Hungund- Hospet section of NH-13 from Km 202/000 to Km 299/000, on (DBFOT) Toll Basis under NHDP – Phase III, in the State of Karnataka (Package No NHDP-III/BOT/KNT/06).

2. To construct, operate, and maintain toll-Plazas and toll-collection infrastructure for collection of toll amounts and utilization thereof in respect the new 4 lane road on above Hungund- Hospet section.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:

1. To acquire from any person, firm or body corporate incorporated whether in India or elsewhere, technical information, know-how, process engineering, manufacturing and operating data, plans, layouts and blue prints useful for the design, erection and operation of equipment's and systems required for any business of the Company and to acquire any grant or license and other rights and benefits in the foregoing matters and things.

2. To acquire and undertake all or any part of the business property and liabilities of any person, firm or association of persons or company carrying on or proposing to carry on business which the company is authorized to carry on.

3. To promote any company or companies having similar objects for the purpose of acquiring all or any of property, right and liabilities of the company.

4. To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession,





or for limiting competition with any individual, person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the company is authorised to carry on.

5. To purchase, acquire or undertake or take over the whole or any part of the business, profession, goodwill, property, contracts, agreements, rights, privileges, effects and liabilities of any person, firm or company carrying on or proposing to carry on or passing to carry on business, profession or activity which the company is authorised to carry on or a company possessed of property or rights suitable for the purpose of the company and upon such terms and subject to such stipulations and conditions and at or for such price or consideration (if any) in money, shares, debentures, moneys worth or otherwise as may be deemed fit.

6. To take or otherwise acquire and hold shares in any other company.

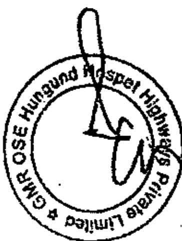
7. To enter into a collaboration agreement with a person, firm, company or a body in or outside India with or without or to take or otherwise acquire and hold shares in any other company having similar objects equity participation with or without repatriation benefits for obtaining or supply of technical know-how and/or technical and/or administrative services inside or outside India in the form of royalty or lump sum payment subject to the provisions of Foreign Exchange Management Act, 1999 or the directives of Government of India issued from time to time in this regard.

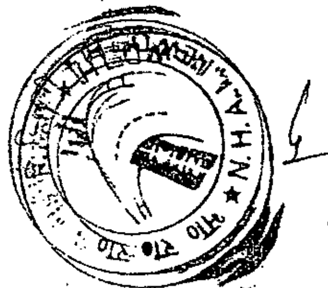
8. To enter into agreement or partnership or joint venture or collaboration for the business or its development/expansion with any party, either Indian or Foreign and to pay in cash or in shares of the company or in both for consideration of such arrangement/s.

9. To take part in management, supervision and control of business or operations of any company or undertake having similar objects and for that purpose to appoint and remunerate any directors, trustees, accountants or other experts.

10. To buy, take on lease or license or otherwise to acquire lands and to acquire in any manner or to construct, erect, re-erect, alter, build, renovate, decorate, maintain roads, streets, factories, sheds, buildings, flats, houses, shops, showrooms, offices, ware-houses, mid-floor landing tents and other temporary or permanent structures for the purpose of the business of the company and to demolish, re-erect and/or to alter or otherwise deal with land and buildings in possession or belonging to the company or in respect of which the company has power in any manner to deal with.

11. To borrow or raise money or secure the payment of money or to receive money on deposits, whether as secured loans and/or unsecured loans with or





without interest, with or without right to convert such borrowed monies into shares of this or any other company or otherwise in such manner as the company may think fit and proper and in particular by the issue of debentures, debenture stock, bonds, either convertible into shares of this or any other company or otherwise, or perpetual debenture annuities, and in security of any such money so borrowed or received, to mortgage, pledge or charge the whole or any part of the property, assets, or revenues of the company, present or future, including its uncalled capital, by special assignment or otherwise or to transfer or convey the same, absolutely or to create interest and to give the lenders power of sale and other powers as may deem expedient and to purchase, redeem or pay-off any such loans, debentures, debenture stock, bonds, deposits, subject to payment of principal and interest in a manner to be stipulated in relation to issue of such debenture, debenture stock, bonds or acceptance of such loans, deposits and subject to the provision of law in this regard.

12. To lend, advance, invest or otherwise employ the money belonging to or entrusted to the company in or upon securities or shares or other movable or immovable property with or without security, upon such terms and conditions as may be thought proper and from time to time vary such transactions and investments in such manner as may be proper and to give guarantees to third parties in respect of sums borrowed by any individual firm, body corporate, any other entity provided that the company shall not carry on the business of banking as defined by the Banking Regulation Act, 1949.
13. To apply for, purchase or by any other means acquire, protect, prolong, renew and to exercise, develop, grant, licenses in respect of and to sell, let or otherwise turn to account any inventions, licenses, concessions, rights or privileges, belongings to the company or which it may acquire or any interest in the same, to apply for, take out and register any patent or patents or copyrights for nay invention or inventions or development or developments or obtain exclusive or other privileges in respect of the same in any part of the world.

14. To search for and to purchase or otherwise acquire from any Government, state or other authority any license, lease/s, concessions, grants, quota rights, decrees, rights, power and privileges whatsoever as may seem to the company capable of being turned to account and work, develop, carry out, exercise and turn to account the same.

15. To procure the recognition of the company in any country, state or place and to establish and regulate agencies for the purpose of the company's business and to apply or join in applying to any parliament, legislature, government, local, Municipal, authority or body Indian or foreign for any Acts of Parliament, laws resolutions, decrees, concessions, orders or privileges that may seem conductive to the attainment of the Company's objects and to





oppose any proceeds or applications which may seem calculated directly or indirectly to be prejudicial to the interests of the company or which may affect the company's interests.

16. To apply for, purchase, or otherwise acquire, any patents, brevets, invention, licenses, concessions and the like conferring any exclusive or non exclusive or limited rights to use, or any secret or other information as to any invention which may seem capable of being used for nay of the purposes of the company, or the acquisition of which may seem calculated directly, or in directly to benefit the company, and to use, exercise, develop, or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.

17. To enter into negotiations with foreign companies and other persons and acquire by grant, purchase, lease, barter, license or other terms formulae, process and other rights and benefits and to obtain financial and/or technical collaboration, technical information, know how and expert advice.

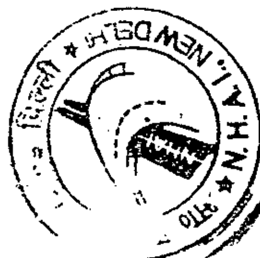
18. To establish, provide, maintain and conduct or otherwise subsidize, research and to promote studies, investigations, invention and research both scientific and technical by owning, providing subsidizing, endowing or assisting libraries, lectures, meetings and conferences and by providing the remuneration of scientific or technical professors, teachers or researchers and by providing for exhibitions and award of scholarships, prizes, grants, bursaries, loans and other financial assistance to students or independent students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests, and inventions of any kind that may be considered likely to assist any of the businesses which the Company is authorised to carry on.

19. To purchase, hire or otherwise acquire and maintain suitable buildings, ownership flats, apartments, furniture and other fittings for the purpose of achieving any of the objects for which the Company is established and to construct, alter or keep in repair any buildings, flats or premises required or used by or for the Company.

20. To sell, improve, manage, develop, exchange, loan, lease or let, under lease, sub-let, mortgage, dispose of, turn to account or otherwise deal with any property of the Company.
21. To invest surplus moneys in such manner as may from time to time be determined.

22. To borrow or raise any money required for the purpose of the Company upon such terms and in such manner and on such securities as may be determined, and in particular by the issue of debentures or debenture-stock charged upon





all, or any of the properties of the Company subject to regulations, if any, of Reserve Bank of India.

23. To subscribe to, become a member of, or otherwise acquire or hold shares in and co-operate with any other company, firm or association whose objects are altogether or in part similar to those of the company and to procure from any communicate to any such company such information as may be likely to aid or assist in furtherance of the objects of the company.

24. To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing placing of any shares, debentures or other securities of the Company.

25. To establish and support, or aid in the establishment and support of associations, institutions, funds of trusts calculated to benefit employees or ex-employees (including Directors) of the Company on the dependents or connections of such persons, and to grant pensions and allowances, to make payments towards insurance, and to subscribe, donate or guarantee money for any charitable, patriotic or benevolent purposes or for any exhibition or for any public object.

26. To enter into any arrangement with any Government or authority supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from such Government or authority all rights, concessions and privileges which the company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

27. To pay the costs, charges and expenses preliminary and incidental to the formation, establishment and registration of the company, and all expenses, which the company may lawfully pay, having regard to the provisions of the Companies Act, 1956, for or incidental to the raising of money for the company.

28. To sell, lease, let on hire, lend, grant licenses, easements and other rights over and in any manner deal with, or dispose of the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as the company may think fit and in particular for shares, debentures or securities of any other association or company.

29. To establish a Trust or Trusts and/or appoint Trustees thereof from time to time and vest funds or any property in the Trustees who shall hold and deal with such funds or property in such manner as the Company may decide.

30. To undertake and execute any Trusts the undertaking of which may seem to the company desirable.





31. To draw, make, accept, discount, execute and issue Bills of Exchange, Promissory Notes, Bills of Lading, Warrants, Debentures and other negotiable instruments or securities.

32. To advance, deposit with or lend money, securities and property on pledge, hypothecation, mortgage or otherwise to companies or individuals or receive loans or grants or deposits.

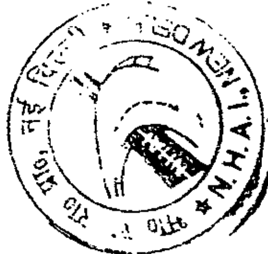
33. To establish offices or agencies, within or outside India and appoint agents in order to carry out the objects of the Company.

34. To accept gifts, bequests, devices and donations from members and others and to make gifts to members and others of money, assets and properties of any kind.

35. To promote, from and register and aid in the promotion, formation and registration of any company or companies having similar objects for the purpose of acquiring all or any of the properties, rights and liabilities of this Company or attain any of the objects mentioned in this Memorandum and to transfer to any such company any property of the Company, and to be interested in, or take or otherwise acquire, hold, sell otherwise dispose of shares, stock, debentures and other securities in any such company, and to subsidize or otherwise assist any such company, and to undertake the management or other work, duties and business of any such company, on such terms as may be arranged.

36. To create any depreciation fund, reserve fund, sinking fund, insurance fund, or any special or other fund, whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company, or for redemption of debentures or redeemable preference shares, or for any other purpose whatsoever conducive to the interest of the company.

37. To provide for the welfare of employees of ex-employees of the company (including directors) and the wives and families, or the dependants or connections of such persons by building or contributing to the building of houses, dwellings or chawls, or by grants of money, pensions, allowances, bonus or other payments pr by creating and from time to time subscribing or contributing to provident and other funds, associations, institutions, or trusts and by providing or subscribing or trusts and by providing or subscribing or contributing towards places of instruction and recreation hospitals and dispensaries, medical and other attendance and other assistance as the company shall think fit and to subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claim to support or



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aid by the company, either by reason of locality of operation, or of public and general utility or otherwise.

38. To adopt such means of making known the business activities of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publications of books and periodicals, and by granting prizes, rewards and donations.

39. To aid pecuniary or otherwise any association, body or movement, having for its object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.

40. To remunerate the servants of the Company and others, out of and in proportion to the profits of the Company, or otherwise apply, as the Company may from time to time think fit, any moneys received by way of premium on shares or debentures issued at a premium by the company and any moneys received in respect of forfeited shares, and also any moneys arising from the sale by the Company of forfeited shares.

41. To distribute any of the properties of the Company amongst the members in specie or in kind, subject to the provisions of the Companies Act, 1956, in the event of winding up.

42. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances, of any business concerns and undertakings and generally of any assets, concessions, properties or rights.

43. To remunerate or make donations to (by cash or other assets, or by the allotment of fully or partly paid shares, or by a call or option on shares, debentures, debenture-stock or securities of this or any other company, or in any other manner, whether out of the Company's capital, or profits, or otherwise) any person or persons for services rendered or to be rendered in introducing any property or business to the company, or in placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenture-stock or other securities of the company, or for any other reason which the Company may think proper.

44. To procure the incorporation or other recognition of the Company, in any country, state of place, outside Indian and to establish and maintain local registers and branch place of business in any part of the world.

45. To stand as guarantors and be surety or answerable for the debts, or defaults of any person, firm or company arising on contracts for payment or repayment of moneys or loans or the fulfillment of any obligations or performances by any such person, firm or company and to enter into contracts of indemnity or





guarantee with such terms and conditions as may seem necessary or expedient for effecting the same.

46. To donate, contribute, subscribe, promote, support or aid or otherwise assist or guarantee money to any charitable, benevolent, religious, scientific, national, public or other institutions, funds or objects of for any exhibition or for any public objects and to become a member of any business, trade, commercial and/or industrial association, institution or organization for promotion of the Company's interest or otherwise.

47. To undertake, carry out, promote, sponsor or assist directly or in any other manner, any agri-business or other programs including any program for promoting the social and economic development and welfare of or the uplift of, the public in any rural area.

48. To undertake, carry out, promote, sponsor or assist directly or in any other manner, any activity for the promotion and growth of the national economy and national welfare and to discharge what the Directors consider to be the social and moral responsibilities of the Company to the consumers, employees, shareholders and to the public.

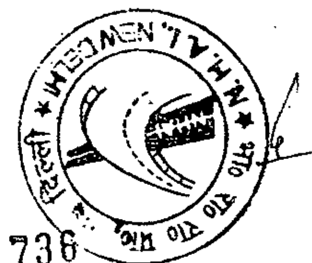
49. To do all and everything necessary suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporate bodies, firms or individuals and to do every other act or acts, thing or things incidental or appurtenant to or growing out of or connected with the aforesaid business or powers hereinbefore set forth, or any part or parts thereof, provided the same be not inconsistent with the laws of the Union of India.

50. * To carry on the business architects, advisers and consultants including educating, training, and directing any person, firm, company Government or any other artificial juridical person, engaged in the aforesaid business including, civil engineering, structural engineering, traffic engineering, traffic operating, urban planning, environmental assessments and in all other branches of construction.

51. * To carry on the business of the objects of the company by way of entering into an agreement with the central Government or National Highways Authority of India or a State Government or a local authority or any other statutory body or any other entity on Build-Operate-Transfer (BOT) basis wherein the company will provide the necessary and crucial components of infrastructure system, own them for a stipulated period and may or may not maintain or operate the same.

* *Object clause was altered at the Extra Ordinary General Meeting of the Company held on March 18, 2010.*





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(C) **OTHER OBJECTS (NOT INCLUDED IN A & B ABOVE):**

1. To carry on the businesses of general carriers, passenger transports contractors, forwarding agents, warehousemen and export houses.

2. To act as stockiest, commission agents, manufacturer representatives or agents, selling and purchasing agents, distributors, brokers, trustees, attorneys and transfer agents for any other company, firm, corporation or person.

3. To carry on the business of undertaking and setting up projects on turnkey basis.

4. To carry on the business of buying, selling, hire-purchasing, hiring, renting, licensing, leasing of any immovable or movable property, and all types of machinery, vehicles, tractors, implements, apparatus, appliances, tools, plants, equipment, facilities, patents, formulae and copyrights.

5. To undertake and carry on the business of Equipment Leasing of immovable properties of all kinds and description and right title and interest therein and Leasing of all kinds of goods and articles (including plants, Machinery, Vehicles, Ships, Vessels, aircrafts, Apparatuses, Computers etc.,) whether required for commercial, industrial or business use of for any purposes whatsoever.

6. To establish software development centers, to enter into joint development/business alliances with other national or international firms/companies/individuals/consultants and to carry on the business of the information technology, software consultancy in telecom and all other areas, industries, sectors including government and multilateral agencies etc. To act as internet service providers, content development of internet, web hosting, web site design, domain name services, server farms, e-mail services, e-commerce and other business. To carry on the business of setting, running, managing internet networks, advertising through network, production of other intellectual properties.

7. To carry on the business, either individually or as joint venture with any other entity, whether in India or outside India, of constructing, improving, developing, strengthening, widening, operating, maintaining of roads, culverts, highways, expressways including traffic management system, bridge(s), intra-urban and or peri-urban roads like rings roads and urban by-passes, fly-overs, bus and truck terminals, sub-ways, convention centres, restaurants, motels, shopping malls, fuel yards, fuel depots, fuel stations, golf courses, amusement parks, or other activities being an integral part of the highway project(s), on any land of the Company or upon any other lands or property and to pull down, alter, rebuild, enlarge, alter and improve existing structures, buildings or works thereon to convert and appropriate any such land for the purpose





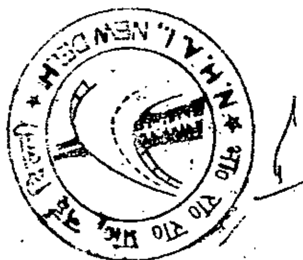
of roads, streets, gardens and other conveniences and to deal with and improve the property and to charge, collect, appropriate and deploy fees, toll charges, and levies from users of the infrastructure facilities; to carry on the business as manufacturers, producers, importers, exporters, dealers, either retail or wholesale, agents, representatives, suppliers of all building materials such as cement, steel, ceramics, timber, wood, centering materials, plastics, bricks, potteries, electrical equipment and fittings, stone crushers, machines, and other inputs required for the purpose of aforesaid business.

8. To carry on the business, either individually or as joint venture with any other company/firm/individual/consultant whether local or foreign, of developing, maintaining operating or developing, maintaining and operating various infrastructure facilities such as airports, sea ports, inland waterways and inland ports, rail system, mass rapid transit system, light rail transit systems, bus Inland Container Depot (ICD) and Central Freight Station (CFS) a water supply project, irrigation project, sanitation and sewerage system, housing projects, industrial parks, projects for generation or generation and distribution, transmission or distribution of electricity or any other form of power or energy, projects for manufacture of telecommunication equipment, projects for rendering telecommunication services such as basic or cellular including radio paging, domestic satellite service, etc and any other public facility of a similar nature subject to the directions of Government of India issued from time to time in this regard.

IV. The liability of the Members is limited.

V The Authorized Share Capital of the Company is Rs. 1,00,000/- (Rupees One Lakh Only) divided into 10,000 (Ten Thousand) Equity Shares of Rs. 10/- (Rupees Ten Only) each with power to Board to increase or reduce the Capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company.

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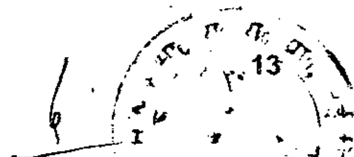


We, the several persons whose names and addresses are hereunder subscribed, are desirous of being formed into a Company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set opposite our respective names.

SL.NO	Names addresses, Descriptions and Occupations of the Subscribers	Number of Equity Shares Taken by Each Subscriber	Signature of Subscribers	Signature of witness and his name address, description and occupation
1	Mr. Bangaru Raju Obbilisetty S/o Mr. Neelachalam Obbilisetty No. 24 – A, 37th Cross, 8th Block, Jayanagar Bangalore – 560 082 Occupation : Service	5000 (Five thousand only)	Sd/-	Witness to all Sd/- Mr.M.Ganesh Kumar S/o.M.Lakshmipathy H.No6/33,Anand Nilaya Old Gurappan Palya,8th B Main Road Bannerghatta Road Bangalore-560029 Occupation - Services (Company Secretary)
2	Mr. Srinivas Bommidala S/o B. Kasi Viswanadham No. 309, 3rd Cross, 2nd Block 2nd Stage, Devasandra Rajmahal Vilas extn Bangalore - 560094 Occupation : Industrialist	5000 (Five thousand only)	Sd/-	
	Total	**10000 (Ten Thousand only)**		

Place: Bangalore
Dated: February 3,2010





THE COMPANIES ACT 1956

(COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION
OF

GMR OSE HUNGUND HOSPET HIGHWAYS PRIVATE LIMITED

1. The regulations contained in Table A of Schedule I to the Companies Act, 1956 shall apply to the Company and shall constitute its regulations, except to the extent hereinafter excluded or modified.

2. The following words and expressions shall have the following meanings assigned hereunder, unless repugnant to the subject matter or context thereof:

"Act" means the Companies Act, 1956 and includes, where the context so admits, any statutory modification thereof.

"Articles" mean these Articles of Association of the Company as originally framed or as amended from time to time in accordance with the provisions of the Act and these Articles of Association.

"Board of Directors" or "Board" means the Directors of the Company or, as the case may be, a meeting of the Directors of the Company, duly called and constituted or the Directors assembled as a Board or the requisite number of Directors entitled to pass a resolution by circulation in accordance with the Articles.

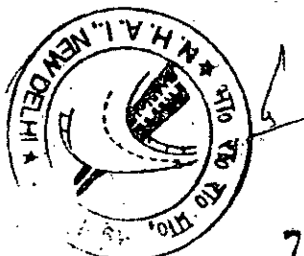
"Company" means **GMR OSE HUNGUND HOSPET HIGHWAYS PRIVATE LIMITED**

"Debenture" includes debenture-stock.

"Dividend" includes bonus.

"Member" or "Shareholder" means a duly registered holder of the shares of the Company and includes the subscribers to the Memorandum of Association of the Company.





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"Registrar" means the Registrar of Companies of the State in which the Registered Office of the Company is for the time being situated.

"Seal" means the Common Seal of the Company.

"Writing" shall include printing and lithography and other modes of representing or reproducing words in a visible form.

Words importing the singular number include, where the context admits or requires the plural number and vice-versa.

Reference to persons shall (except in regard to members of the Board, who shall be natural persons of full age and capacity) be deemed to include bodies incorporate and un-incorporate.

Interpretation

Unless the context otherwise requires, words of expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date on which the Articles become binding on the Company. The marginal notes have been inserted for convenience of reference and shall not affect the construction and interpretation of these Articles

PRIVATE COMPANY

3. Private Company:

The Company is a private company within the meaning of Section 2(35) and 3(1)(iii) of the Companies Act, 1956 having minimum paid up capital of One Lakh Rupees or such other higher paid up capital as may be prescribed and accordingly,

a) The right to transfer shares of the Company is restricted in the manner hereinafter appearing.

b) The number of Members of the Company, exclusive of (i) persons who are in the employment of the Company and (ii) persons who, having been formerly in the employment of the Company, were Members of the Company while in that employment and have continued to be Members after the employment ceased, shall be limited to fifty (50). Where two (2) or more persons hold one (1) or more shares in the Company jointly, they shall for purposes of this provision, be treated as a single Member.

c) No invitation shall be issued to the public to subscribe for any shares in or debentures of, the Company.





d) The Company shall not invite or accept deposits from persons other than its Members, Directors and their relatives.

SHARE CAPITAL

Share Capital:

4. The Authorised Share Capital of the Company shall be such amount as stated in Clause V of Memorandum of Association of the Company.

4.1 The Company has power from time to time to increase, reduce, subdivide or repay its capital and divide, reclassify the shares capital for the time being into several classes and to attach thereto respectively preferential, deferred, qualified or special rights or privileges or conditions as may be determined but so that where shares are issued with any preferential or special rights attached thereto, such rights shall not (except where the terms of issue otherwise provide) be alterable otherwise than pursuant to the provisions contained in these Articles.

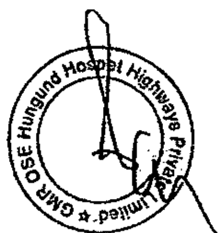
4.2 The right of holders of any class of shares for the time being forming part of the capital of the Company may be modified, affected, varied, extended or surrendered.

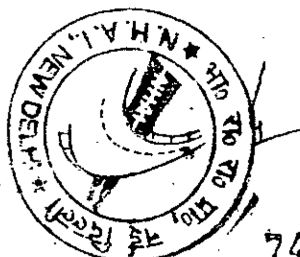
4.3 The shares shall be under the control of the Board of Directors who may allot or otherwise dispose of the same to such persons on such terms and conditions and either at a premium or at par, or at a discount and on such terms and for such consideration as the Board of Directors think fit or reject an application without assigning any reason.

5. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the Company) shall be under the control of the Board who may allot or otherwise dispose of the same or any of them to such persons, in such proportion at par (subject to compliance with the provisions of Section 78 of the Act) or at a discount (subject to compliance with the provisions of Section 79 of the Act) or at premium and at such times as they may think fit and proper, and with the sanction of the Company in General Meeting to give to any person the option to subscribe for and be allotted shares of any class of the Company either at par or at a premium or at a discount such option being exercisable at such times and for such consideration as the Board thinks fit.

Redeemable Preference Shares:

6. Subject to the provisions of Section 80 of the Act the Company shall





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have the power to issue Preference Shares carrying a right of redemption or liable to be redeemed at the option of the Company, and the resolution authorising the issue of such shares shall prescribe the manner, terms and conditions of redemption.

Increase of Capital:

7. The Company may, by Ordinary Resolution in General Meeting, increase the share capital by the creation of new shares of such amount and to be divided into shares of such respective amounts, as the Resolution shall prescribe. Subject to the provisions of the Act and these Articles, the new shares shall be issued upon such terms and conditions and with such rights and privileges attached thereto and, in particular, with such preferential or qualified right to dividends and in the distribution of assets of the Company, as the Resolution shall provide and, if no direction is given by such Resolution, as may be determined by the Board.

Issue of further Shares:

8. Where at any time, the Company proposes to issue any new or additional shares, whether out of the un-issued share capital or out of increased share capital, such further shares shall be offered to the Members who, on the date of the offer, are holders of the equity shares of the Company, in proportion as nearly as circumstances admit to the capital paid up on those shares at that date and otherwise in accordance with these Articles. Provided that the further shares may be offered to any person whether or not those persons include the persons who at the date of the offer, are holders of the equity shares of the Company, if a special Resolution to that effect is passed by the Company in General Meeting.

New shares to rank parripassu with existing shares :

9. Except as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, surrender, lien voting and otherwise.

Reduction of capital:

10. The Company may, from time to time and subject to the provisions of Section 78 and Sections 100 to 105 (both inclusive) of the Act of these Articles, by Special Resolution, reduce its share capital and any Capital





Redemption Reserve Fund account or Share Premium account in any manner for the time being authorized by law, and, in particular, the capital may be paid off on the footing that it may be called up again or otherwise. These Articles shall not derogate from any power that the Company may otherwise have under the provisions of the Act.

Subdivision, consolidation and cancellation of shares :

11. The Company in General Meeting may alter the conditions of its Articles for the following purposes:

(i) To consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(ii) To subdivide the existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association and these Articles, subject to the provisions of Section 94(1)(d) of the Act; and

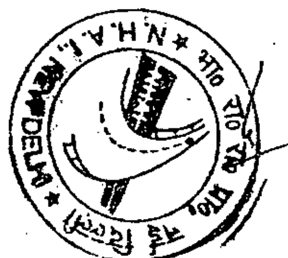
(iii) To cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.

Rights on sub division of shares:

12. Where any share capital is subdivided, the Company in General Meeting may, subject to the provisions of the Act, determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special right as regards dividend, repayment of capital, voting or otherwise.

Modification of rights:

13. If at any time the share capital is divided into different classes of shares, the rights and privileges attached to any class of shares, (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Sections 106 and 107 of the Act, be modified or varied with the consent in writing of the holders of not less than three-fourth in nominal value of the issued shares of that class, or as sanctioned by a resolution passed at a separate meeting of the holders of shares of that class and supported by the votes of the holders of not less than three fourths in nominal value of the issued shares of that class. The provisions contained in these Articles relating to General meetings shall apply, mutatis mutandis to every such meeting except that the necessary quorum shall be two persons holding or representing by proxy at least one-third of the issued capital of the shares of that class.





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SHARES AND SHARE CERTIFICATES

Board may accept surrender of shares:

14. Subject to the provisions of Sections 100 to 104 of the Act the Board may accept from any Member, on such terms and conditions as may be agreed, a surrender of all or any of the shares held by the Member.

Payment of installments :

15. If, by the conditions of allotment of any share, the whole or part of the issue price thereof is payable by installments, every such installment shall when due, be paid to the Company by the person who for the time being is the registered holder of the share or his legal representative.

Buy Back of shares :

16. The Company shall be entitled to purchase its own shares or other securities, subject to such limits upon such terms and conditions and subject to such approvals as required under Section 77 A and 77B and other applicable provisions of the Companies Act, 1956.

Trusts not recognized:

17. The Company shall be entitled to treat the Member registered in respect of any share as the absolute owner thereof and shall not recognize the holding of any share upon trust or any equitable claim or interest in any such share on the part of any other person except as otherwise provided in these Articles or as required by law or when ordered by a court of competent jurisdiction.

Membership of Company :

18. An application for shares in the Company, signed by or behalf of an applicant, followed by an allotment of shares shall constitute an acceptance of shares for purposes of these Articles and every person who thus or otherwise accepts any shares and whose name appears on the Register of Members shall for the purpose of these Articles, be a Member.

Liability of Members:

19. Every Member or his heirs, executors or administrators shall pay to the Company the proportion of the capital represented by his share of shares, which may for the time being remain unpaid thereon in such





14.3 Where the State Government, executing authority or the concessionaire, as the case may be, has reason to believe that a mechanical vehicle is playing on a section of the State Highways, Standalone Structures without payment of fee due, it may stop such vehicle for the purpose of verifying the payment thereof and collect the fee due from such vehicle.

15. Power of State Government to verify records :-

An officer duly authorised by the State Government or the executing authority, as the case may be shall have the power to verify the collection of fee, and inspect any document, records, other information, receipts or reports of the executing authority or the concessionaire, as the case may be.

16. Collection of fee in respect of Private Investment Project :-

16.1 The fee levied under the provisions of rule 3 shall be collected by the concessionaire till its agreement is in force.

16.2 On and from the date of expiry of the agreement specified under rule 3, the fee levied shall be collected by the State Government or the executing authority, as the case may be through its own officials or through agency/ contractor on its behalf.

17. Bar for installation of additional barrier :-

No barrier shall be installed at any place, other than at the toll plaza, except with the prior permission in writing of the State Government or the executing authority, as the case may be, who after being satisfied that there is evasion of fee, may allow on such terms and conditions as it may impose, the installation of such additional barrier by the State Government, the executing authority or the concessionaire, as the case may be, within ten kilometres from the toll plaza, to check the evasion of fee.

Provided that the State Government or the executing authority, as the case may be, may, at any time, for reasons to be recorded in writing, withdraw such permission.

Provided further that where the State Government or the executing authority, as the case may be, do not allow installation of an additional barrier by the concessionaire, the reasons for such refusal shall be communicated to such concessionaire within a reasonable period.

18. Repeal and Savings :-

The Karnataka Private Investments Project (Road toll or user fee Determination of rates and Collection) Notification, 2009 is hereby repealed:

Provided that such repeal shall not;

affect the previous operation of the said notification or anything done or any action taken there under;

affect any right or obligation which had accrued or incurred under the said notification.

VIJAY . B . CHANDAPUR
Under Secretary to Government,
Public Works, Ports & Inland Water
Transport Department (EAP)

ಸರ್ಕಾರಿ ಮುದ್ರಣಾಲಯ, ವಿಕಾಸ ಸೌಧ ಘಟಕ, ಬೆಂಗಳೂರು. (ಪಿಇ) (೧೦೦ ಪ್ರತಿಗಳು)

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11. Exemption from payment of fee :-

11.1 The State Government further declares that the following category of vehicles shall be exempted from the payment of toll while crossing these toll plazas.

11.1.a All vehicles belonging to the Government of India, Government of Karnataka, under taking vehicles of Government of Karnataka including Private Vehicles engaged on Government duty with valid pass including Yellow Board Vehicles also except the vehicles engaged in commercial / Freight purpose.

11.1.b Vehicles belonging to the Hon'ble Member of Parliament and Member of Legislative Assembly.

11.1.c All vehicles belonging to Defence, Indian Post & Telegraph Departments, G.O.I. on duty.

11.1.d The Central and State armed forces in uniform including para military forces and police.

11.1.e The awardee of prestigious International/ National awards, if such awardee produces his photo identity card duly authorised by the appropriate or competent authority for such award.

11.1.f All the vehicles belonging to Freedom fighters and Accredited Journalists if such person produces his photo identity card duly authorised by the appropriate or competent authority.

11.2 Used as

11.2.a Ambulances

11.2.b Fire Fighting vehicles

11.2.c Hearse (Funeral) van

Note: The driver of the vehicle/van so exempted from payment of toll shall state his name and name of duty on which he is engaged.

12. Display of Information :-

12.1 The executing authority or the concessionaire, as the case may be, shall public a notice specifying the amount of fee to be charged from the mechanical vehicle, in at least one Newspaper, each in English and Kannada language, having a wide circulation in such area.

12.2 The executing authority shall prominently display in Hindi and English one thousand meters ahead of the toll plaza and in English and Kannada language five hundred meters ahead of the toll plaza.-

The amount of fee payable for each class of vehicles and the discounts available under rule 9;

12.2.i The categories of vehicles exempted from payment of fee; and

12.2.ii The name, address and telephone or contact number of the executing authority or the concessionaire, as the case may be.

12.3 The height of the display boards, their quality and size of lettering shall be clearly visible and legible to the users.

13. Unauthorised Collection :-

13.1 An officer authorised by the State Government or by the executing authority, as the case may be, may assess the excess fee collected, if any, by the executing authority or the concessionaire, as the case may be, and recover the same from such authority or concessionaire, along with an additional sum equal to twenty five per cent, of the excess fee collected;

Provided that no recovery of such excess fee shall be made unless an opportunity of hearing has been given to the executing authority or concessionaire, as the case may be,

13.2 Any driver, owner or person in-charge of a mechanical vehicle aggrieved by unauthorised collection of fee, may lodge a complaint with the officer authorised by the State Government or the executing authority, as the case may be, in this behalf, who shall after hearing the parties pass an order on such complaint for refund of excess payment and damages for the inconvenience suffered by such user within thirty days.

14. Failure to pay fee :-

14.1 If any driver, owner or person in charge of a mechanical vehicle does not pay or refuses to pay the fee for use of State Highways, Standalone Structures his or her vehicle shall not be allowed to use such section of State Highways, Standalone Structures and in case such vehicle obstructs the normal flow of traffic, the executing authority or the concessionaire, as the case may be, may get such obstructing vehicle removed from the State Highways, Standalone Structures as the case may be.

14.2 Where the driver or the person in charge of a mechanical vehicle refuses or fails to pay the fee levied under these rules, the same shall be recovered from the registered owner of the a mechanical vehicle.

8.2 Any other toll plaza on the same section of State Highways and in the same direction shall not be established within a distance of Sixty kilometres:
Provided that where the executing authority deems necessary, it may for reasons to be recorded in writing, establish or allow the concessionaire to establish another toll plaza within a distance of Sixty kilometres:

9. Discounts :-

9.1 A driver, owner or person in charge of a mechanical vehicle who makes use of the section of State Highways, Standalone Structures may opt for such pass and he or she shall have to pay the fee in accordance with the following rates, namely:-

Table - 3

Amount Payable	Maximum number of one-way Journeys allowed	Period of validity
One and half times of the fee for one-way journey	Two	Twenty-four hours from the time of payment
Two-third of amount of the fee payable for fifty single journeys	Fifty	One month from the date of payment

9.2 The executing authority or the concessionaire, as the case may be, shall upon request provide a pass for multiple journeys to cross a toll plaza within the specified period at the rates specified in sub-rule 9.1.

9.3 A person who owns a mechanical vehicle registered for non-commercial purposes and uses it as such for commuting on a section of State Highways, Standalone Structures may obtain a pass, on payment of fee at the base rate for the year 2007-08 of Rs.150/- per calendar month and revised annually in accordance with rule 5, authorising it to cross the toll plaza specified in such pass.
Provided that such pass shall be issued only if such driver, owner or person in charge of such mechanical vehicle resides within a distance of twenty kilometres from the toll plaza specified by such person and the use of such section of State Highways, Standalone Structures may be, does not extend beyond the toll plaza next to the specified toll plaza.
Provided further that no such pass shall be issued if a service road or alternative road is available for use by such driver, owner or person in charge of a mechanical vehicle.

9.4 A person who owns a commercial (excluding vehicle playing under National Permit), registered with address on the registration certificate of a particular district and uses such vehicle for commuting on a section of the State Highways, Standalone Structures as the case may be, which is located within that district, shall be levied users fee on all toll plazas which are located within that district, at a rate of fifty percent of the prescribed rate of fee;
Provided that no such concession shall be provided, if a service road or alternative road is available for use by such commercial vehicles.

9.5 No pass shall be issued or fee collected from a driver, owner or person in charge of a mechanical vehicle that uses part of the section of a State Highways and does not cross a toll plaza.

10. Rate of fee for overloading :-

10.1 Without prejudice to the liability of the driver, owner or a person in charge of a mechanical vehicle under any law for the time being in force, a mechanical vehicle which is loaded in excess of the permissible load specified for its category under 4.2 shall not be permitted to use the State Highways of crossing the toll plaza until the excess load has been removed from such mechanical vehicle;

10.1a The driver or owner or a person in charge of a mechanical vehicle shall be liable to pay fee, for entering the overloaded vehicle on the State Highways to the toll collection agency, equal to ten times of the fee applicable to such category of mechanical vehicles under sub-rule 4.2.

10.2 The weight of a mechanical vehicle, as recorded at a weighbridge installed at the toll plaza, shall be the basis for levying the fee for overloading under this rule;
Provided that where no weighbridge has been installed at the toll plaza, no fee for overloading shall be levied and collected and the driver, owner or person in charge of the mechanical vehicle shall be liable to pay Toll fee or user fee applicable for such vehicle only.

same as provided in sub-rule 4.2 and 4.3 for the Section of a State Highways and shall be revised in accordance with the provisions of rule 5;

Provided that notwithstanding whether the Section of the State Highways, Standalone Structures has been taken for further lane upgradation or not, the increase in the rate of fee for use of a Section of such State Highways, Standalone Structures constructed through any public funded project or any PPP project constructed before the commencement of the said rules, shall not be increased after the commencement of the these Rules by more than twenty-five percent of the rates of fee applicable immediately before such commencement and further annual increase shall in no case be more than twenty-five percent of the rates of fee applicable in the immediately preceding year.

Explanation - For the purpose of sub-rule 4.4 and 4.5,

4.5.a The cost for private investment project shall be the cost as assessed by the executing authority prior to invitation of bids from the concessionaire.

4.5.b The cost for public funded project shall be the cost as assessed by the executing authority six months prior to completion thereof.

4.6 The rate of fee for use of an expressway shall be 1.25 times the rate specified in sub-rule 4.2.

4.7 In case of private investment projects, the rate of fee shall be as specified under sub-rule 4.2 or such lower rates as concessionaire may determine by giving public notice to the users, specifying in all or any category of vehicles.

4.8 The rate of fee for a section of a four-lane highway shall on and from the commencement of the work relating to up-gradation to six laning be seventy-five percent of the fee applicable on the date of commencement of the these Rules, till the completion of the project without any annual revision.

Provided that no user fee shall be levied for the delayed period between the date of completion as per the agreement entered into with the concessionaire and the date of actual completion of the project.

Explanation:- For the purposes of this rule, any provisional completion of the project shall not be treated as completion of the project.

4.9 The rate of fee for use of standalone structure as well as structure forming part of a liner Highway/ Expressway, shall be calculated by converting the length of the structure into an equivalent length of Highway/Expressway by multiplying factor of ten.

Provided the structure of 60 meters of length of less, on a linear Highway/Expressway will be considered a part of the normal length of Highway/Expressway for calculation of fee.

5. **Annual revision of rate of fee :-**

5.1 The rates specified under rule 4 shall be increased without compounding, by three percent each year with effect from the 1st day of April, 2008 and such increased rate shall be deemed to be the base rate for the subsequent years.

5.2 The applicable base rates shall be revised annually with effect from April 1 each year to reflect the increase in the wholesale price index for the month of December of the year, in which such revision is undertaken but such revision shall be restricted to forty per cent of the increase in wholesale price index.

5.3 The formula for determining the applicable rate of fee shall be as follows;

$$\text{Applicable rate of fee} = \text{base rate} + \text{base rate} \times \frac{\text{WPI A} - \text{WPI B}}{\text{WPI B}} \times 0.4$$

Illustrations- The rate of fee for car / jeep / van computed for the year 2014-15 is shown below;

(a) Applicable rate of fee shall be the rate payable by the user;

(b) Base rate shall be the rate specified in rule 4 read with sub-rule 5.1.

(c) WPI A means the wholesale price index of and the wholesale price index for the month of December of the year, immediately preceding the date of revision under these rules; and

(d) WPI B means the wholesale price index for the month of December of the year, preceding year of immediate preceding year 2013, i.e. for December, 2012 (168.80) of all commodities.

Illustration.- If the revision is to be made for the year 2013-14 by applying the wholesale price index of the month ending on December 2013 (i.e.179.20), then the rate for car, Jeep or van will be as computed below:

$$\text{Applicable rate of fee} = 0.943 + 0.943 \times \frac{179.20 - 168.80}{168.80} \times 0.40 = 0.9671$$

5.4 Annual revision of rate of fee under this rule shall be effective from first of April every year.

6. Collection of Fee :-

6.1 Fee levied under these rules shall be collected by the State Government or the executing authority or the concessionaire, as the case may be at the toll plaza.

6.2 Every driver, owner or person in charge of a mechanical vehicle shall for the use of the section of State Highways, Standalone Structures before crossing the toll plaza, pay the fee specified under these rules.

6.3 The fee collected under these rules shall be paid either in cash or through smart card or on board unit (transponder) or any other like device.

Provided that no additional charges shall be realised for making the payment of fee by use of a smart card or on board unit (transponder) or any other such device.

6.4 Any driver, owner or person in charge of a mechanical vehicle who opts for the installation of on board unit (transponder) or any other such device for payment of fee, shall deposit a refundable security equivalent to the cost of the equipment with the State Government, the executing authority or the concessionaire, as the case may be, for such installation and no interest shall accrue on such security deposit.

6.5 The person receiving such fee under sub-rule 6.2, shall issue to the driver, owner or person in charge of mechanical vehicle a receipt, specifying therein the date and time of such receipt of fee, total amount received, and the class of vehicle for which the fee has been received.

Provided that where the fee is paid through smart card or on board unit (transponder) or any other such device, a receipt shall be issued on demand only.

6.6 The fee shall be collected in perpetuity by the State Government or the executing authority, as the case may be, and for a specified period in accordance with the terms of the agreement entered into by the concessionaire.

6.7 The fee as notified as per the concession Agreement shall be leviable till the end of the concession period and after the concession agreement is over, the fee shall be collected by the State Government or executing authority at a reduced rate of the fee on the date of transfer of such section of State Highways, Standalone Structures, as case may be, to be revised annually in accordance with these rules.

6.8 In respect of public funded projects the fee levied under these rules shall be collected by the State Government, or the executing authority, as the case may be, through its own officials or through agency/contractor on its behalf.

7. Remittance and Appropriation of Fee :-

7.1 In case of public funded projects, the fee collected under the provisions of these rules by every executing authority shall be remitted to the State Government:

Provided that the State Government may by notification allow any or all executing authorities to appropriate the whole or any part of the fee for such purpose and subject to such conditions as may be specified in the said notification:

Provided further that in case of private investment projects, the fee collected under the provisions of these rules shall be appropriated by the concessionaire in accordance with the provisions of and for the performance of its obligations under the agreement entered into by such concessionaire.

7.2 Every executing authority shall remit to the State Government, the amount of fee collected over and above the amount permitted to be appropriated by the executing authority under sub-rule 7.1, within ninety days from the date of the closing of the financial year along with an annual return showing the amount collected and the expenditure incurred on collection of fee, including the administrative and management expenses.

7.3 The State Government shall by notification determine the administrative and management expenses which may be allowed to be deducted and retained by the executing authority.

8. Location of Toll Plaza :-

8.1 The executing authority or the concessionaire, as the case may be, shall establish a toll plaza beyond a distance of ten kilometres from a municipal or local town area limits:

Provided that the executing authority may, for reasons to be recorded in writing, locate or allow the concessionaire to locate a toll plaza within a distance of ten kilometres of such municipal or local town area limits, but in no case within five kilometres of such municipal or local town area limits:

Provided further that where a section of the State Highways, Standalone Structures as the case may be, is constructed within the municipal or town area limits or within five kilometres from such limits, primarily for use of the residents of such municipal or town area, the toll plaza may be established within the municipal or town area limits or within a distance of five kilometres from such limits.

(6)

Table -1

Sl No.	Type of Vehicle	Basic rate of Fee per Kilometer in Rs.
1	Car, Jeep, Van or Light Motor Vehicle	0.65
2	Light Commercial Vehicle, light Goods Vehicle or Mini Bus	1.05
3	Bus or Commercial Vehicle (Two axle)	2.20
4	Bus or Commercial Vehicle (Three axle)	2.24
5	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (four or six axles)	3.45
6	Over-sized vehicles (seven or more axles)	4.20

Explanation - For the purpose of this rule refer to the latest Notifications of the Ministry of Road, Transport and Highways (MoRTH), Government of India.

4.2.a "Car or "Jeep" or "van" or "light motor vehicles" means any mechanical vehicle the gross vehicle weight of which does not exceed 7.50 tonnes (seven thousand five hundred kilograms) or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988 does not exceed twelve excluding the driver.

4.2.b "Light commercial vehicle" or "light goods vehicle" or "mini bus" means any mechanical vehicle with a gross vehicle weight exceeding 7.50 tonnes (seven thousand five hundred kilograms) but less than 12.00 tonnes (twelve thousand kilograms) or, the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds twelve passengers but does not exceed thirty-two passengers excluding the driver;

4.2.c Commercial vehicle "(truck)" or "bus" with two axles means any mechanical vehicle having two axles with a gross vehicle weight exceeding 12.00 tonnes (twelve thousand kilograms) but less than 20.00 tonnes (twenty thousand kilograms) or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds thirty-two passengers excluding the driver;

4.2.d Commercial vehicle "(truck)" or "bus" with three axle vehicles means any mechanical vehicle having three axles (inclusive of the axle of the tailor if any) and with a gross vehicle weight less than or equal to 25.00 tonnes (twenty five thousand kilograms) or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds thirty-two passengers excluding the driver;

4.2.e "heavy construction machinery" or "earth moving equipment" or "multi axle vehicle" means heavy construction machinery or earth moving equipment or mechanical vehicle including a multi axle vehicle with four to six axles or vehicle with a gross vehicle weight exceeding 20.00 tonnes (twenty thousand kilograms) but less than 60.00 tonnes (sixty thousand kilogram); and

4.2.f "Oversized vehicle" means any mechanical vehicle having seven or more axles or vehicle with a gross vehicle weight exceeding 60.00 tonnes (sixty thousand kilograms).

4.3 The rate of fee for use of a section of a State Highways having two-lanes with paved shoulders and above but below four-lane on which substantial improvement had been made by widening carriageway by three meters or more shall be seventy percent of the rate of fee specified under sub-rule 4.2;

4.4 The rate of fee for use of bypass forming part of a section of a State Highways constructed with the cost of rupees five crore or more, for the base year 2007-08, shall be one and half times the rate of fee specified in sub rule 4.2.
Provided that while computing fee for the section of State Highways of which such bypass forms a part, the length of such bypass shall be excluded from the length of such section of State Highways.
Provided further that where the cost of such bypass, is less than Rupees five crore, then the rate of fee, for the use said bypass be the same as that of the section of the State Highways of which it forms a part.

4.5 Notwithstanding anything contained in this rule the rate of fee for use of a Section of a State Highways consisting of bypass or tunnel constructed on or after 11th September, 1956 but before 5th December, 2008 through public funded project or PPP project, shall be the

2.1.i "Lane" means a lane forming part of the main carriageway and having a minimum width of three meters and fifty centimetres;

2.1.j "Mechanical vehicle" means any vehicle driven under its own power including a motor vehicle as defined under the Motor Vehicles Act, 1988;

2.1.k "Notification" means a notification published in the Official Gazette;

2.1.l "Private investment project" means a project relating to section of State Highways, Standalone Structures as the case may be for which an agreement is entered into with a concessionaire who has invested in the project;

2.1.m "Public funded project" means a project which is not a private investment project, as defined in clause (2.1.l) above and includes a private investment project in respect of which the agreement has expired;

2.1.n "Structure" means a Bridge/Tunnel/Elevated Highway;

2.1.n.1 "Bridge" means structure build to span physical obstacles such as a water body, valley or road for the purpose of providing passage over the obstacle;

2.1.n.2 "Tunnel" means a passageway completely enclosed except for opening for entrance and exit;

2.1.n.3 "Elevated Highway" means any section of State Highways above ground level through support of piers or columns;

2.1.o "Toll plaza" means any building, structure or booth constructed for collection of fee.

2.1.p "Expressway" means a State Highways having a divided carriageway suitable for high speed traffic and with control of access;

2.2 Words and expressions used herein and not defined, but defined in the State Highways Act, 1964 shall have the meanings respectively assigned to them in the Act.

3. Levy of fee :-

3.1 The State Government may by notification, levy fee for use of any section of State Highways, Standalone Structures forming part of the State Highways, as the case may be, in accordance with the provisions of these rules:,
Provided that the State Government may, by notification, exempt any section of State Highways, Standalone Structures constructed through a public funded project from levy of such fee or part thereof, and subject to such conditions as may be specified in that notification.

3.2 The collection of fee levied under sub rule 3.1, shall commence within forty-five days from the date of completion of the section of State Highways, Standalone Structures as the case may be, constructed through a public funded project / PPP projects.

3.3 No fee shall be levied for the use of the section of State Highways, Standalone Structures as the case may be, on two wheelers, three wheelers, tractors and animal drawn vehicles, Agriculture transport vehicles.
Provided that three wheelers, tractors and animal drawn vehicles, Agriculture transport vehicles shall not be allowed to use the section of State Highways, Standalone Structures as the case may be, where a service road or alternative road is available in lieu of the said State Highways, Standalone Structures.
Provided further that where service road or alternative road is available and the owner, driver or the person in charge of a two wheeler is making use of the section of State Highways, Standalone Structures as the case may be, he or she shall be charged fifty per cent, of the fee levied on a car.

Explanation - For the purposes of this rule,-

3.3.a "Alternative road" means such other road, the carriageway of which is more than ten meters wide and the length of which does not exceed the corresponding length of such section of State Highways by twenty per cent, thereof;

3.3.b "Service road" means a road running parallel to a section of the State Highways which provides access to the land adjoining such section of the State Highways.

3.4 Toll fee notified by the State Government under these rules shall be rounded off and levied in multiple of the nearest rupees five.

4. Base rate of fee :-

4.1 The rate of fee for use of the section of State Highways, Standalone Structures constructed through public funded project or private investment project shall be identical.

4.2 The rate of fee for use of a section of State Highways, Standalone Structures of four or more lanes shall, for the base year 2007-2008, be the product of the length of such section multiplied by the following rates, namely:-

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(8)

RNI No. KARBIL/2001/47147



ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ

ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು

ವಿಶೇಷ ರಾಜ್ಯ ಪತ್ರಿಕೆ

ಭಾಗ - IV-A	ಬೆಂಗಳೂರು, ಸೋಮವಾರ, ಮಾರ್ಚ್ ೦೯, ೨೦೧೫ (ಫಾಲ್ಗುಣ ೧೮, ಶಕ ವರ್ಷ ೧೯೩೬)	ನಂ. ೨೦೮
Part - IV-A	Bengaluru, Monday, March 09, 2015 (Phalguna 18, Shaka Varsha 1936)	No. 208

PUBLIC WORKS, PORTS & INLAND WATER TRANSPORT SECRETARIAT

NOTIFICATION

No. PWD 06 EAP 2012 (P3), Bengaluru, Dated: 07-03-2015

Whereas, the draft of the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013 and in supersession of the Karnataka Private Investment Project (Road toll or user fee determination of rates and collection) notification 2009 was published as required by sub-section (1) of section 72 of the Karnataka Highways Act, 1964 (Karnataka Act 44 of 1964) in notification No. PWD 06 EAP 2012 P3, dated 26th August, 2013, published in Part IV A of the Karnataka Gazette (Extraordinary) No. 1094 dated 27th August, 2013, inviting objections or suggestions from all the persons likely to be affected thereby, and notice was given that the said draft will be taken into consideration after thirty days from the date of its publication in the Official Gazette.

And, whereas the said Gazette was made available to the public on 27th August, 2013

And, whereas no objections and suggestions have been received in respect of the said draft rules.

Now, therefore, in exercise of the powers conferred by sub-section(1) of section 72 of the Karnataka Highways Act, 1964 (Karnataka Act 44 of 1964) the Government of Karnataka hereby makes the following rules, namely:-

RULES

1. **Title and Commencement:-**

1.1 These rules may be called the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2014 for State Highways, Standalone Structures.

1.2 They shall come into force on the date of their publication in the Official Gazette.

1.3 They shall not apply to the agreements and contracts executed and bids invited prior to the publication of these rules in respect of Private Investment and Public Private Partnership (PPP) projects.

2. **Definitions :-**

In these rules, unless the context otherwise requires:-

2.1.a "Act" means the State Highways Act, 1964; (Karnataka Act 44 of 1964);

2.1.b "Base year" means the period from 01-04-2013 to 31-03-2014;

2.1.c "Build, operate transfer (Annuity) projects" means a project relating to any section of State Highways, Standalone Structures as the case may be, for which an arrangement is entered in to with a concessioner, for the payment of annual grant for construction section of State Highways, Standalone Structures.

2.1.d "Bypass" means a section of the State Highways bypassing a town or city;

2.1.e "Concessionaire" means a person with whom an agreement has been entered into under section 19A of the Act;

2.1.f "Executing authority" means an officer or authority notified by the State Government;

2.1.g "Financial year" means the year commencing on the 1st day of April of a year and ending on 31st day of March of the succeeding year;

2.1.h "Gross vehicle weight" in respect of any vehicle means the total weight of the vehicle and load certified and registered by the registering authority as permissible for that vehicle under the Motor Vehicles Act, 1988 (59 of 1988);

concessionaire, the reasons for such refusal shall be communicated to such concessionaire within a reasonable period.

[F. No. RW/NH-25016/1/2008/P&P]

P. K. TRIPATHI, Jt. Secy.

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(3) Where the Central Government, executing authority or the concessionaire, as the case may be, has reason to believe that a mechanical vehicle is plying on a section of the national highway, permanent bridge, bypass or tunnel without payment of fee due, it may stop such vehicle for the purpose of verifying the payment thereof and collect the fee due from such vehicle.

15. **Power of Central Government to verify records.-** An officer duly authorised by the Central Government or the executing authority, as the case may be shall have the power to verify the collection of fee, and inspect any document, records, other information, receipts or reports of the executing authority or the concessionaire, as the case may be.

16. **Collection of fee in respect of Private Investment Project.-** (1) The fee levied under the provisions of sub-rule (3) of rule 3 shall be collected by the concessionaire till its agreement is in force.

(2) On and from the date of expiry of the agreement specified under sub-rule (3) of rule 3, the fee levied shall be collected by the Central Government or the executing authority, as the case may be.

17. **Bar for installation of additional barrier.-** No barrier shall be installed at any place, other than at the toll plaza, except with the prior permission in writing of the Central Government or the executing authority, as the case may be, who after being satisfied that there is evasion of fee, may allow on such terms and conditions as it may impose, the installation of such additional barrier by the Central Government, the executing authority or the concessionaire, as the case may be, within ten kilometers from the toll plaza, to check the evasion of fee:

Provided that the Central Government or the executing authority, as the case may be, may, at any time, for reasons to be recorded in writing, withdraw such permission.

Provided further that where the Central Government or the executing authority, as the case may be, do not allow installation of an additional barrier by the

(ii) the categories of vehicles exempted from payment of fee; and

(iii) the name, address and telephone or contact number of the executing authority or the concessionaire, as the case may be.

(3) The height of the display boards, their quality and size of lettering shall be clearly visible and legible to the users.

13. Unauthorised collection.- (1) An officer authorised by the Central Government or by the executing authority, as the case may be, may assess the excess fee collected, if any, by the executing authority or the concessionaire, as the case may be, and recover the same from such authority or concessionaire , along with an additional sum equal to twenty five per cent. of the excess fee collected:

Provided that no recovery of such excess fee shall be made unless an opportunity of hearing has been given to the executing authority or concessionaire, as the case may be.

(2) Any driver, owner or person incharge of a mechanical vehicle aggrieved by unauthorised collection of fee, may lodge a complaint with the officer authorised by the Central Government or the executing authority, as the case may be, in this behalf, who shall after hearing the parties pass an order on such complaint for refund of excess payment and damages for the inconvenience suffered by such user within thirty days.

14. Failure to pay fee.- (1) If any driver, owner or person in charge of a mechanical vehicle does not pay or refuses to pay the fee for use of national highway, permanent bridge, bypass or tunnel, his or her vehicle shall not be allowed to use such section of national highway, permanent bridge, bypass or tunnel and in case such vehicle obstructs the normal flow of traffic, the executing authority or the concessionaire, as the case may be, may get such obstructing vehicle removed from the national highway, permanent bridge, bypass or tunnel, as the case may be.

(2) Where the driver or the person in charge of a mechanical vehicle refuses or fails to pay the fee levied under these rules, the same shall be recovered from the registered owner of the mechanical vehicle.

(viii) the Chief Minister;

(ix) the Judge of Supreme Court;

(x) the Chairman of the Council of State;

(xi) the Speaker of the House of People;

(xii) the Chairman of the Legislative Council of the State;

(xiii) the Speaker of the Legislative Assembly of the State;

(xiv) the Chief Justice of High Court;

(xv) the Judge of High Court;

(xvi) Ministers of States; and

(xvii) Foreign dignitaries on State visit.

(b) used for official purposes by,-

(i) the Ministry of Defence including those which are eligible for exemption in accordance with the provisions of the Indian Toll (Army and Air Force) Act, 1901 and rules made thereunder, as extended to Navy also;

(ii) the Central and State armed forces in uniform including para military forces and police;

(iii) an executive Magistrate;

(iv) a fire-fighting department or organisation;

(v) the National Highway Authority or any other organisation or person using such vehicle for inspection, survey, construction or operation and maintenance thereof; and

(c) used as ambulance.

12. **Display of Information.**- (1)The executing authority or the concessionaire, as the case may be, shall publish a notice specifying the amount of fee to be charged from the mechanical vehicle, in at least one Newspaper, each in English and vernacular language, having a wide circulation in such area.

(2) The executing authority shall prominently display in Hindi and English one thousand meters ahead of the toll plaza and in English and local language five hundred meters ahead of the toll plaza,-

(i) the amount of fee payable for each class of vehicles and the discounts available under rule 9;

(4) No pass shall be issued or fee collected from a driver, owner or person in charge of a mechanical vehicle that uses part of the section of a national highway and does not cross a toll plaza.

10. Rate of fee for overloading.- (1) Without prejudice to the liability of the driver, owner or a person in charge of a mechanical vehicle under any law for the time being in force, a mechanical vehicle which is loaded in excess of the permissible load specified for its category under sub-rule (2) of rule 4, shall be liable to pay fee at such rate which is applicable for the next higher category of mechanical vehicles:

Provided that the payment of such fee for overloading shall not entitle a driver or owner or a person in charge of a mechanical vehicle to make use of such national highway and his or her vehicle shall be prevented from using the national highway or crossing the toll plaza until the excess load has been removed from such mechanical vehicle.

(2) The weight of a mechanical vehicle, as recorded at a weighbridge installed at the toll plaza, shall be the basis for levying the fee for overloading under this rule:

Provided that where no weighbridge has been installed at the toll plaza, no fee for overloading shall be levied and collected under this rule and the driver, owner or person incharge of the mechanical vehicle shall be liable to pay fee applicable for such vehicle only.

11. Exemption from payment of fee.- (1) No fee shall be levied and collected from a mechanical vehicle,-

(a) transporting and accompanying,-

(i) the President of India;
(ii) the Vice-President of India;
(iii) the Prime-Minister of India;
(iv) the Chief Justice of India;
(v) the Governor;
(vi) the Lieutenant Governor;
(vii) the Union Minister;

9. **Discounts.**-(1) The executing authority or the concessionaire, as the case may be, shall upon request provide a pass for multiple journeys to cross a toll plaza within the specified period at the rates specified in sub-rule (2) of rule 9.

(2) A driver, owner or person in charge of a mechanical vehicle who makes use of the section of national highway, permanent bridge, bypass or tunnel, may opt for such pass and he or she shall have to pay the fee in accordance with the following rates, namely:-

Amount payable	**Maximum number of one way journeys allowed**	**Period of validity**
One and half times of the fee for one way journey	Two	Twenty four hours from the time of payment
Two-third of amount of the fee payable for fifty single journeys.	Fifty	One month from date of payment

(3) A person who owns a mechanical vehicle registered for non-commercial purposes and uses it as such for commuting on a section of national highway, permanent bridge, bypass or tunnel, may obtain a pass, on payment of fee at the base rate for the year 2007-2008 of Rupees one hundred and fifty per calendar month and revised annually in accordance with rule 5, authorising it to cross the toll plaza specified in such pass:

Provided that such pass shall be issued only if such driver, owner or person in charge of such mechanical vehicle resides within a distance of twenty kilometers from the toll plaza specified by such person and the use of such section of national highway, permanent bridge, bypass or tunnel, as the case may be, does not extend beyond the toll plaza next to the specified toll plaza.

Provided further that no such pass shall be issued if a service road or alternative road is available for use by such driver, owner or person in charge of a mechanical vehicle.

expenditure incurred on collection of fee, including the administrative and management expenses.

(3) The Central Government shall by notification determine the administrative and management expenses which may be allowed to be deducted and retained by the executing authority.

8. **Location of toll plaza.-** (1) The executing authority or the concessionaire, as the case may be, shall establish a toll plaza beyond a distance of ten kilometers from a municipal or local town area limits:

Provided that the executing authority may, for reasons to be recorded in writing, locate or allow the concessionaire to locate a toll plaza within a distance of ten kilometers of such municipal or local town area limits, but in no case within five kilometers of such municipal or local town area limits:

Provided further that where a section of the national highway, permanent bridge, bypass or tunnel, as the case may be, is constructed within the municipal or town area limits or within five kilometers from such limits, primarily for use of the residents of such municipal or town area, the toll plaza may be established within the municipal or town area limits or within a distance of five kilometers from such limits.

(2) Any other toll plaza on the same section of national highway and in the same direction shall not be established within a distance of sixty kilometers:

Provided that where the executing authority deems necessary, it may for reasons to be recorded in writing, establish or allow the concessionaire to establish another toll plaza within a distance of sixty kilometers:

Provided further that a toll plaza may be established within a distance of sixty kilometers from another toll plaza if such toll plaza is for collection of fee for a permanent bridge, bypass or tunnel.

(5) The person receiving such fee under sub-rule (2) of rule 6, shall issue to the driver, owner or person in charge of mechanical vehicle a receipt, specifying therein the date and time of such receipt of fee, total amount received, and the class of vehicle for which the fee has been received:

Provided that where the fee is paid through smart card or on board unit (transponder) or any other such device, a receipt shall be issued on demand only.

(6) The fee shall be collected in perpetuity by the Central Government or the executing authority, as the case may be, and for a specified period in accordance with the terms of the agreement entered into by the concessionaire.

(7) In respect of public funded projects the fee levied under these rules shall be collected by the Central Government, or the executing authority, as the case may be, through its own officials or through a contactor.

7. **Remittance and appropriation of fee.-** (1) In case of public funded projects, the fee collected under the provisions of these rules by every executing authority shall be remitted to the Central Government:

Provided that the Central Government may by notification allow any or all executing authorities to appropriate the whole or any part of the fee for such purposes and subject to such conditions as may be specified in the said notification:

Provided further that in case of private investment projects, the fee collected under the provisions of these rules shall be appropriated by the concessionaire in accordance with the provisions of and for the performance of its obligations under the agreement entered into by such concessionaire.

(2) Every executing authority shall remit to the Central Government, the amount of fee collected over and above the amount permitted to be appropriated by the executing authority under sub-rule (1) of rule 7, within ninety days from the date of the closing of the financial year along with an annual return showing the amount collected and the

(d) WPI B means the wholesale price index of the week ending on 6th January, 2007 i.e. 208.7.

Illustration:

If the revision is to be made for the year 2008-09 by applying the wholesale price index of the week ending on 5th January 2008 (i.e. 216.6), then the rate for car, jeep or van will be 0.6796 as computed below:

$$\text{Applicable rate of fee: } 0.6695 + 0.6695 \times \left\{ \frac{216.6 - 208.7}{208.7} \right\} \times 0.4 = 0.6796$$

(4) Annual revision of rate of fee under this rule shall be effective from first of April every year.

6. **Collection of fee.**- (1) Fee levied under these rules shall be collected by the Central Government or the executing authority or the concessionaire, as the case may be, at the toll plaza.

(2) Every driver, owner or person in charge of a mechanical vehicle shall for the use of the section of national highway, permanent bridge, bypass or tunnel, before crossing the toll plaza, pay the fee specified under these rules.

(3) The fee collected under these rules shall be paid either in cash or through smart card or on board unit (transponder) or any other like device:

Provided that no additional charges shall be realised for making the payment of fee by use of a smart card or on board unit (transponder) or any other such device.

(4) Any driver, owner or person in charge of a mechanical vehicle who opts for the installation of on board unit (transponder) or any other such device for payment of fee, shall deposit a refundable security equivalent to the cost of the equipment with the Central Government, the executing authority or the concessionaire, as the case may be, for such installation and no interest shall accrue on such security deposit.

Provided further that where the cost of such permanent bridge, bypass or tunnel, as the case may be, is less than Rupees fifty crore, and the said permanent bridge, bypass or tunnel, form part of the section of national highway, then instead of above rate of fee, the rate of fee specified under sub-rule (2) of rule 4 shall be applicable for such permanent bridge, bypass or tunnel.

Explanation.- For the purpose of this sub-rule,-

(a) the cost for private investment project, shall be the cost as assessed by the executing authority prior to invitation of bids from the concessionaire ;

(b) the cost for public funded project shall be the cost as assessed by the executing authority six months prior to completion thereof.

5. Annual revision of rate of fee.-(1) The rates specified under rule 4 shall be increased without compounding, by three per cent. each year with effect from the 1st day of April, 2008 and such increased rate shall be deemed to be the base rate for the subsequent years.

(2) The applicable base rates shall be revised annually with effect from April 1 each year to reflect the increase in wholesale price index between the week ending on January 6, 2007 (i.e. 208.7) and the week ending on or immediately after January 1 of the year in which such revision is undertaken but such revision shall be restricted to forty per cent of the increase in wholesale price index.

(3) The formula for determining the applicable rate of fee shall be as follows:-

$$\text{Applicable rate of fee} = \text{base rate} + \text{base rate} \times \left\{ \frac{\text{WPI A} - \text{WPI B}}{\text{WPI B}} \right\} \times 0.4$$

Explanation.- for the purposes of this sub-rule ,-

(a) applicable rate of fee shall be the rate payable by the user;

(b) base rate shall be the rate specified in rule 4 read with sub-rule (1) of rule 5;

(c) WPI A means the wholesale price index of the week ending on or subsequent to 1st January immediately preceding the date of revision under these rules; and

Base rate of fee (Rupees per vehicle per trip)					
Cost of permanent bridge, bypass or tunnel (Rupees in crore)	Car, Jeep, Van or Light Motor Vehicle	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	Truck or Bus	HCM, EME or MAV	Oversized Vehicle
10 to 15	5	7.50	15	22	30
For every additional Rupees five crore or part thereof, exceeding Rupees fifteen crore and up to Rupees one hundred crore.	1	1.50	3	4.50	6
For every additional Rupees five crore or part thereof, exceeding Rupees one hundred crore and upto Rupees two hundred crore.	0.75	1.15	2.25	3.40	4.50
For every additional Rupees five crore or part thereof, exceeding Rupees two hundred crore.	0.50	0.75	1.50	2.25	3

Provided that while computing fee for the section of national highway on which a permanent bridge, bypass or tunnel costing Rupees fifty crore or more is situated, the length of such permanent bridge, bypass or tunnel shall be excluded from the length of such section of national highway and fee shall be levied at the rates specified for such permanent bridge, bypass and tunnel:

(a) **"car"** or **"jeep"** or **"van"** or **"light motor vehicle"** means any mechanical vehicle the gross vehicle weight of which does not exceed seven thousand five hundred kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988 does not exceed twelve excluding the driver;

(b) **"light commercial vehicle"** or **"light goods vehicle"** or **"mini bus"** means any mechanical vehicle with a gross vehicle weight exceeding seven thousand five hundred kilograms but less than twelve thousand kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds twelve but does not exceed thirty two excluding the driver;

(c) **"truck"** or **"bus"** means any mechanical vehicle with a gross vehicle weight exceeding twelve thousand kilograms but less than twenty thousand kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds thirty two, excluding the driver;

(d) **"heavy construction machinery"** or **"earth moving equipment"** or **"multi axle vehicle "** means heavy construction machinery or earth moving equipment or mechanical vehicle including a multi axle vehicle with three to six axles or vehicle with a gross vehicle weight exceeding twenty thousand kilograms but less than sixty thousand kilogram; and

(e) **"oversized vehicle "** means any mechanical vehicle having seven or more axles or vehicle with a gross vehicle weight exceeding sixty thousand kilograms.

(3) The rate of fee for use of a section of national highway, having two lanes and on which the average investment for up gradation has exceeded Rupees one crore per kilometer, shall be sixty per cent. of the rate of fee specified under sub-rule (2) of rule 4.

(4) The rate of fee for use of permanent bridge, bypass or tunnel constructed with the cost exceeding Rupees ten crore, shall, for the base year 2007-08, be as follows:-

(4) No fee shall be levied for the use of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, by two wheelers, three wheelers, tractors and animal drawn vehicles:

Provided that three wheelers, tractors and animal-drawn vehicles shall not be allowed to use the section of national highway, permanent bridge, bypass or tunnel, as the case may be, where a service road or alternative road is available in lieu of the said national highway, permanent bridge, bypass or tunnel:

Provided further that where service road or alternative road is available and the owner, driver or the person in charge of a two wheeler is making use of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, he or she shall be charged fifty per cent. of the fee levied on a car.

Explanation1.- For the purposes of this rule,- (a) "alternative road" means such other road, the carriageway of which is more than ten meters wide and the length of which does not exceed the corresponding length of such section of national highway by twenty per cent. thereof;

(b) "service road" means a road running parallel to a section of the national highway which provides access to the land adjoining such section of the national highway.

(5) The fee notified by the Central Government under these rules shall be rounded off and levied in multiple of the nearest Rupees five.

4. **Base rate of fee.** - (1) The rate of fee for use of the section of national highway, permanent bridge, bypass or tunnel constructed through public funded project or private investment project shall be identical.

(2) The rate of fee for use of a section of national highway of four or more lanes shall, for the base year 2007-08, be the product of the length of such section multiplied by the following rates, namely:-

Type of Vehicle	Base rate of fee per km (in Rupees)
Car, Jeep, Van or Light Motor Vehicle	0.65
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	1.05
Bus or Truck	2.20
Heavy Construction Machinery(HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (three to six axles)	3.45
Oversized Vehicles (seven or more axles)	4.20

Explanation.- For the purposes of this rule,-

(i) **"gross vehicle weight"** in respect of any vehicle means the total weight of the vehicle and load certified and registered by the registering authority as permissible for that vehicle under the Motor Vehicles Act, 1988 (59 of 1988);

(j) **"lane"** means a lane forming part of the main carriageway and having a minimum width of three meters and fifty centimeters;

(k) **"mechanical vehicle"** means any vehicle driven under its own power including a motor vehicle as defined under the Motor Vehicles Act,1988;

(l) **"notification"** means a notification published in the Official Gazette;

(m) **"private investment project"** means a project relating to section of national highway, permanent bridge, bypass or tunnel, as the case may be, for which an agreement is entered into with a concessionaire;

(n) **"public funded project"** means a project which is not a private investment project, as defined in clause (m) above and includes a private investment project in respect of which the agreement has expired;

(o) **"toll plaza"** means any building, structure or booth made for collection of fee.

(2) Words and expressions used herein and not defined but defined in the National Highways Authority of India Act, 1988 shall have the meanings respectively assigned to them in that Act.

3. **Levy of fee.**- (1) The Central Government may by notification, levy fee for use of any section of national highway, permanent bridge, bypass or tunnel forming part of the national highway, as the case may be, in accordance with the provisions of these rules:

Provided that the Central Government may, by notification, exempt any section of national highway, permanent bridge, bypass or tunnel constructed through a public funded project from levy of such fee or part thereof, and subject to such conditions as may be specified in that notification.

(2) The collection of fee levied under sub-rule (1) of rule 3, shall commence within forty- five days from the date of completion of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, constructed through a public funded project.

(3) In case of private investment project, the collection of fee levied under sub-rule (1) shall be made in accordance with the terms of the agreement entered into by the concessionaire.

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(23)

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Road Transport and Highways)

NOTIFICATION

New Delhi, the 5th December, 2008

G.S.R. 838(E).—In exercise of the powers conferred by section 9 of the National Highways Act, 1956 (48 of 1956) and in supersession of the National Highways (Temporary Bridges) Rules, 1964, the National Highways (Collection of Fees by any person for the Use of Section of National Highways/Permanent Bridge/Temporary Bridge on National Highways) Rules, 1997, the National Highways (Fees for the Use of National Highways Section and Permanent Bridge - Public Funded Project) Rules, 1997 and the National Highways (Rate of Fees) Rules, 1997, except as respects things done or omitted to be done before such supersession, the Central Government hereby makes the following rules for collection of fee for use of sections of national highways, permanent bridges, bypasses and tunnels, namely:-

1. **Short title and commencement.** - (1) These rules may be called the National Highways Fee (Determination of Rates and Collection) Rules, 2008.

(2) They shall come into force on the date of their publication in the Official Gazette.

(3) They shall not apply to agreements and contracts executed and bids invited prior to the publication of these rules.

2. **Definitions.**– (1) In these rules, unless the context otherwise requires,-

(a) **"Act"** means the National Highways Act, 1956;

(b) **"base year"** means the period from 1st April 2007 to 31st March 2008;

(c) **"bypass"** means a section of the national highway bypassing a town or city;

(d) **"concessionaire"** means a person with whom an agreement has been entered into under section 8A of the Act;

(e) **"elevated highway"** means any section of national highway raised above ground level through support of piers or columns;

(f) **"executing authority"** means an officer or authority notified by the Central Government under section 5 of the Act;

(g) **"expressway"** means a national highway having a divided carriageway suitable for high speed traffic and with control of access;

(h) **"financial year"** means the year commencing on the 1st day of April of a year and ending on 31st day of March of the succeeding year;

10. That the members of the Consortium shall, till such time they incorporate an SPV and provide the specified performance security or bond, be liable jointly and severally for execution of the Project in accordance with the terms of the Concession Agreement.

    The members of the consortium shall also, till the occurrence of the Appointed Date / Financial Close under the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the project.

11. This MoU shall stand terminated in the following events:
    a. If the Authority/NHAI does not accord its approval for the formation of the Consortium for the purpose of submission of Bid for the Project; or
    b. If the Consortium does not succeed in the Bid for the Project; or
    c. If the Bid process is either cancelled or annulled by the Authority/NHAI; or
    d. If successful in the Bid, once the Concession Agreement is signed by the SPV to be formed by the Parties (subject, however to clause 10 above); or
    e. Upon mutual understanding of the Parties;

12. That this Joint Bidding Agreement shall be governed in accordance with the laws of India and courts in Bangalore shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Joint Bidding Agreement to be duly executed on the date and year above mentioned.

For GMR Infrastructure Ltd
(Party of the first part)



S.K.KULKARNI
Authorized Signatory

For Oriental Structural Engineers Private Limited.
(Party of the second Part)

For Oriental Structural Engineers Pvt. Ltd.

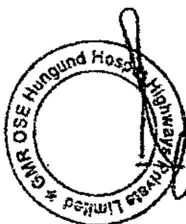
V. C. Verma
Director

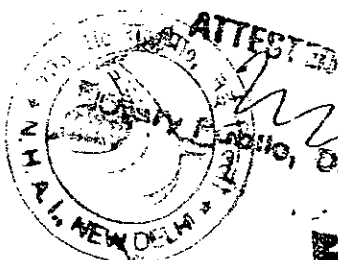
V. C. VERMA
Authorized Signatory

Witness:

1. K. Rao
   Raveendra. K S-MIG-A 13/229, 5th phase YNK, B'lore-64.

2. M. Umamaheswara Rao
   (M. UMAMAHESWARA RAO), L-199B, Dilshad Garden, Delhi -95







07 DEC 2008 849

7. That the roles and the responsibilities of each Party in the Consortium shall be as follows:

Name of the Party	Roles and Responsibilities
GMR Infrastructure Ltd.	Lead Member
Oriental Structural Engineers Private Limited.	Other Member

The roles and the responsibilities of each Party for the Bidding shall be as follows:

RFP Stage:
In the event of the Consortium qualifies for submission of the Bid, the Parties agree to submit, as a Consortium, a Bid in terms of Bid Documents / Request for Proposal ("RFP") issued by the Authority.

GIL, being the Lead Member will be responsible for submission of the Price Bid to the Authority on behalf of the Consortium. GIL will also be responsible for purchase of the RFP Document.

Oriental Structural Engineers Private Limited will assist GIL in arriving at the competitive price bid for the project so as to enable the Consortium to win the Project.

Implementation Stage:

GIL as the Lead Member and principal shareholder in the Company shall be responsible for all commercial and financial aspects of the Project including the Financial Closure.

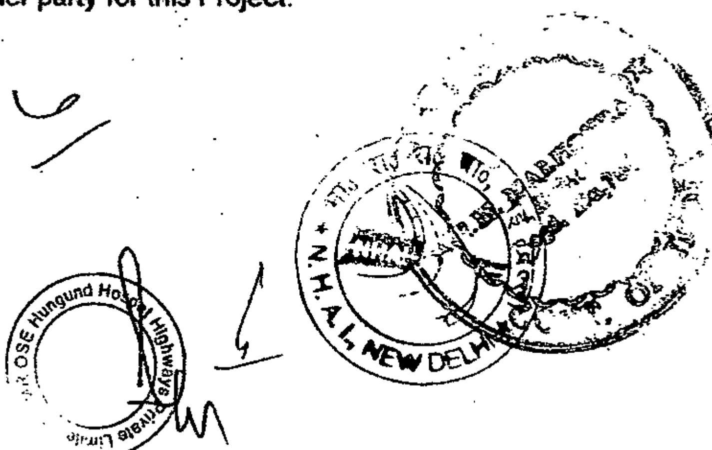
Oriental Structural Engineers Private Limited shall assist in all technical matters including Engineering, Procurement and Construction Contract for the Project.

8 That the minimum equity holding of each Party (in percentage term) in the Consortium of the SPV shall be as follows:

Name of the Party	% of equity capital
GMR Infrastructure Ltd	26%
Oriental Structural Engineers Private Limited	26%

9. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.

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AND WHEREAS on an analysis of the scope of the work, its magnitude and complexity, pertaining to the Project, GIL being desirous to associate itself with a competent Party having expertise in undertaking highway projects for expeditious implementation of the Project, has approached Oriental to join GIL as a Member of the Consortium proposed to be formed for the purpose of submission of Bid for the Project;

AND WHEREAS the Parties have made a representation to NHAI to permit the formation of a Consortium during this Bid stage for the Project;

AND WHEREAS the Parties have had discussions for formation of a Consortium for applying for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the parties will form a Special Purpose vehicle (SPV) with the shareholding commitments expressly stated. The said SPV shall not undertake any other business during the Concession Period to domicile the Project prior to the start of implementation of the Project.

2. That **M/s GMR Infrastructure Limited** who is the Lead Member of the Consortium commits to hold a minimum equity stake equal to 26% of the aggregate shareholding of the Consortium in the SPV at all times during the Concession Period.

3. That **Oriental Structural Engineers Private Limited,** who is not Lead Member of the Consortium commit to hold a minimum equity stake equal to 26% and a maximum of 49% of the aggregate shareholding of the Consortium in the SPV as per the requirements of the Concession Agreement.

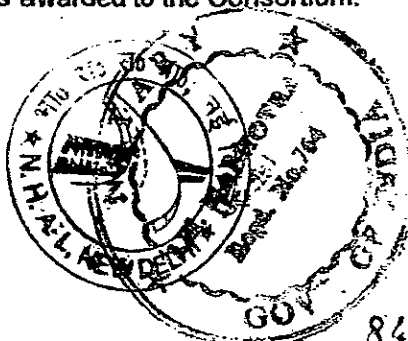
4. That any dilution in the equity holding by the Parties in the SPV shall be as per the provisions of the Concession Agreement.

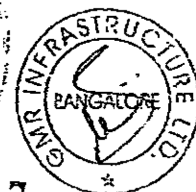
5. That the shareholding commitments shall be recorded in the Concession agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession agreement and the Bidding Document.

6. That the SPV shall enter into the Concession Agreement and shall subsequently carry out all responsibilities as Concessionaire in terms of the Concession agreement, in case the Concession to undertake the Project is awarded to the Consortium.

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10 AUG 2009

JOINT BIDDING AGREEMENT

This **JOINT BIDDING AGREEMENT** entered into this 4th day of **December 2009** at Bangalore, Karnataka.

AMONG:

GMR Infrastructure Limited (hereinafter referred as **"GIL"**) a company incorporated under the provision of companies Act 1956 and having its registered office located at SKIP House, 25/1, Museum Road, Bangalore, 560 025 India, **Party of the First Part**

And

Oriental Structural Engineers Private Limited, (hereinafter referred to as **"Oriental"**) a company incorporated under the provision of companies Act 1956 and having its registered office located at, 21, Commercial Complex, Malcha Marg, Diplomatic Enclave, New Delhi - 110 021 India **Party of the Second Part**

The parties are individually referred to as **Party** and collectively as **Parties.**

WHEREAS the National Highways of India (NHAI) has invited *'Four Laning of HUNGUND to HOSPET Section of NH-13 from Km.202.000 to Km. 299.000 in the State of Karnataka through Public-Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis Project'* (the "Projects") for a specified concession period (the "Concession Period").

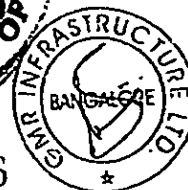
AND WHEREAS pursuant to a Request for Qualification issued by NHAI for the Project, GIL has been declared qualified and is entitled to participate in the Bid Process for the Project;

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON *14.11.2009* AT THE REGISTERED OFFICE OF THE COMPANY AT *21, COMMERCIAL COMPLEX, MALCHA MARG, DIPLOMATIC ENCLAVE, NEW DELHI – 110021.*

RESOLVED that Shri V. C. Verma, Director (Marketing) of the Company be and is hereby authorized to sign and submit the RFP in Joint Venture with M/s. GMR Infrastructure Ltd., SKIP House, 25/1, Museum Road, Bangalore-560 025 for the work of "Four Laning of HUNGUND to HOSPET Section of NH-13 from Km.202.000 to Km. 299.000 in the State of Karnataka through Public-Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis Project" to the National Highways Authority of India, G-5&6, Sector-10, Dwarka, New Delhi – 110075".

Certified to be true copy
For ORIENTAL STRUCTURAL ENGINEERS PVT. LTD.

(K. S. BAKSHI)
MANAGING DIRECTOR

[illegible] to be True Copy

Director/Authorised Signatory





IN WITNESS WHEREOF WE, Oriental Structural Engineers Pvt. Ltd., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 04th December, 2009

For ORIENTAL STRUCTURAL ENGINEERS PVT. LTD.,



SANJIT BAKSHI
DIRECTOR
21, Commercial Complex,
Malcha Marg, Diplomatic Enclave,
NEW DELHI – 110021.

Witnesses:

1. ____________

2. ____________

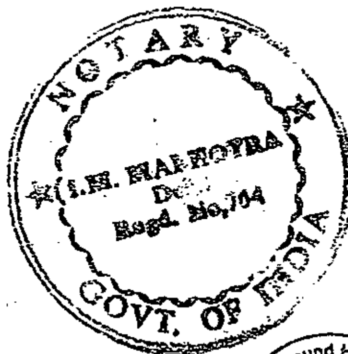
Accepted:

____

V. C. VERMA
DIRECTOR (Marketing)
1383, Sector-37, Arun Vihar,
NOIDA - 201303.

ATTESTED
NOTARY PUBLIC
DELHI

- 4 DEC 2009









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APPENDIX – III

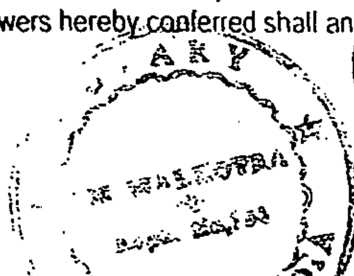
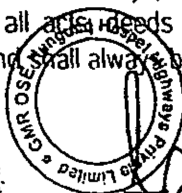
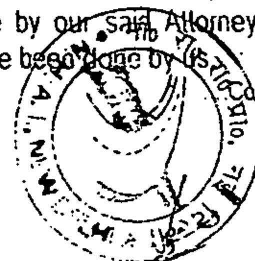
Power of Attorney for signing of Bid

(Refer Clause 2.1.9)

Know all men by these presents, We, **Oriental Structural Engineers Pvt. Ltd., 21 Commercial Complex, Malcha Marg, Diplomatic Enclave, New Delhi - 110021** do hereby irrevocably constitute, nominate, appoint and authorise Mr. V. C. Verma, son of Late Sh. N. C. Verma and presently residing at **1383, Sector-37, Arun Vihar, NOIDA - 201 303**, who is presently employed with us and holding the position of **Director (Marketing)**, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "**Four Laning of HUNGUND to HOSPET Section of NH-13 from Km.202.000 to Km. 299.000 in the State of Karnataka through Public-Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis Project**" proposed or being developed by the **National Highways Authority of India** (the "**Authority**") including but not limited to signing and submission of all applications bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and / or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Contd.

4. In view of what has been stated above, we request you to kindly approve the Consortium to be named as **GMR – ORIENTAL Consortium**, so that our Consortium could submit the Bid by the Bid Due Date. We also enclose herewith letter No.: OSE:Bijapur-Hungud (2.2.1(c)):12:2K9:1 dtd.4.12.2009 from M/s. Oriental Structural Engineers Pvt. Ltd., expressly stating that they adopt the Application on behalf of Consortium as if it were the part to our original Application and they are not a Member of any other Consortium bidding for this Project.

5. We enclose with this letter a Joint Bidding Agreement, the Power of Attorney for Lead Member as per the requirements stipulated under Clause 2.2.3 of the RFP document.

6. We request you to kindly convey your approval in accordance with the Clause 2.2.2 of the RFP document to our Consortium before the Bid Due Date.

Thanking you,

Yours faithfully,
For **GMR INFRASTRUCTURE LTD.,**



S.K.KULKARNI
AUTHORISED SIGNATORY

Enclosures:
1. Technical Score of M/s. Oriental Structural Engineers Pvt. Ltd.
2. Letter from M/s. Oriental Structural Engineers Pvt. Ltd.
3. Joint Bidding Agreement.
4. Power of Attorney for Lead Member of the Consortium.
5. Financial Score and Annual Statements of Accounts for the last 5 years of M/s. Oriental Structural Engineers Pvt. Ltd.

Copy to:

Sh. **S. I. Patel, Member, NHAI** - *For information.*





10/12/2009

GMR Infrastructure Limited

GMR

Registered Office:
Skip House, 25/1,
First Floor, Museum Road
Bangalore 560 025
T +91-80-40432000
F +91-80-40432333
W www.gmrgroup.in

Ref : GIL/BD/SK/09-10/138

Date: 04th December, 2009

To,
National Highways Authority of India,
G-5&6, Sector-10, Dwarka,
NEW DELHI – 110075.

Kind attention: Sh. **S. K. Nirmal**, *Chief General Manager (Technical)*

Dear Sir,

Subject: **Four Laning of HUNGUND to HOSPET Section of NH-13 from Km.202.000 to Km. 299.000 in the State of Karnataka through Public-Private Partnership (PPP) on Design. Build, Finance, Operate and Transfer (the "DBFOT") basis Project.**

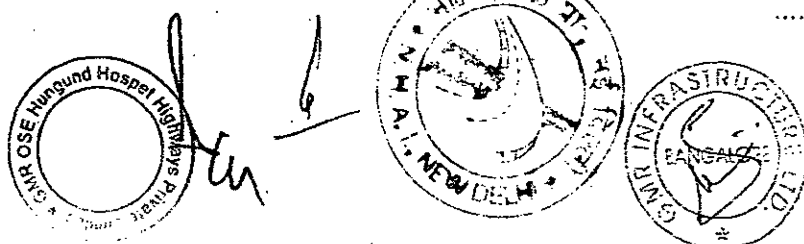
We have submitted our Application for Pre-qualification for the above work as a Single Entity. After we were short-listed, we purchased the RFP documents. On going through the scope of the work, its magnitude and complexity, we thought to augment ourselves with a competent Party having expertise in undertaking highway projects. Therefore, for expeditious implementation of the Project, we have invited M/s. Oriental Structural Engineers Pvt. Ltd., 21, Commercial Complex, Malcha Marg, New Delhi – 110021 to join us as a Member of the Consortium, which we now propose to form.

2. In view of what has been stated above, we propose to form a Consortium with M/s. Oriental Structural Engineers Pvt. Ltd., which will have equity participation in the Consortium as under:

	Name & Role of the Consortium Member		Equity Participation in the Consortium
i)	M/s. GMR Infrastructure Ltd., (Lead Member)	-	51%
ii)	M/s. Oriental Structural Engineers Pvt. Ltd. (Member)	-	49%

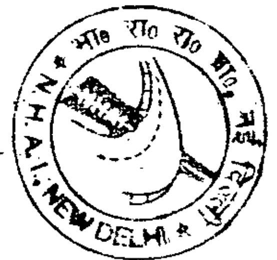
3. The Technical Score of M/s. Oriental Structural Engineers Pvt. Ltd. is as per the enclosed documents works-out to 2651.64. Financial Score in terms of Net Worth is Rs.450.49 Crores.

....Contd



Annexure XX

GMR letter GIL/BD/SK/09-10/138 dated 4th December 2009





FORTRESS

on 10th December, 2009. Hence, the requirement as per Clause 2.3.2 (a) of RFQ is not fulfilled.

2. The M/s GMR Infrastructure Ltd is the Lead Member of the Consortium and is to hold more than 26% equity in the SPV as per the Joint Bidding Agreement submitted.
3. The equity participation in the Consortium by M/s GMR Infrastructure Ltd will be 51% and by M/s Oriental Structural Engineers Pvt Ltd will be 49%.
4. M/s Oriental Structural Engineers Pvt Ltd has expressly adopted the original application by M/s GMR Infrastructure Ltd for prequalification vide its letter dated 04th December, 2009.
5. The applicant has submitted the Power of Attorney for signing of the Bid from M/s GMR Infrastructure Ltd and M/s Oriental Structural Engineers Pvt Ltd.
6. In the case of Power of Attorney for Lead Member of Consortium, Mr. V.C.Verma (Director Marketing) has signed on behalf of M/s Oriental Structural Engineers Pvt Ltd. Mr. V.C.Verma is authorized by Mr. Sanjit Bakshi (Director) through a Power of Attorney. However, the supporting document/Board Resolution in favor of Mr. Sanjit Bakshi has not been enclosed. The applicant may be asked to submit a proper supporting document/board resolution.

   The new member M/s Oriental Structural Engineers Pvt Ltd is not an applicant or party to any other Consortium for qualification purpose for the said project.

Since M/s GMR Infrastructure Ltd is already prequalified in the said project, inclusion of M/s Oriental Structural Engineers Pvt Ltd to form a new Consortium does not affect the original prequalification of M/s GMR Infrastructure Ltd. The new Consortium will also remain prequalified after addition of the new member M/s Oriental Structural Engineers Pvt Ltd.

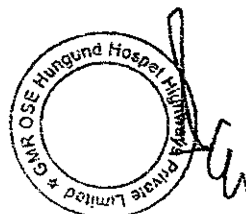
Hence the Authority may take a view in accepting the proposal submitted by M/s GMR Infrastructure Ltd.

Thanking you,

Yours Faithfully,

For Fortress Infrastructure Advisory Services
(A Division of Fortress Financial Services Limited)

Madhava Kumar R,
Associate Vice President





FORTRESS

The M/s GMR Infrastructure Ltd – has submitted the following documents in this regard:

1. Joint Bidding Agreement,
2. Power of Attorney for Signing of Bid from M/s GMR Infrastructure Ltd as per Appendix III of RFP document,
3. Power of Attorney for Lead Member of Consortium as per Appendix IV of RFP
4. Annual Accounts of M/s Oriental Structural Engineers Pvt Ltd,
5. A Letter of adoption of the original application by M/s Oriental Structural Engineers Pvt Ltd dated 04th December, 2009,
6. Technical Capacity as per Annex II of RFQ for M/s Oriental Structural Engineers Pvt Ltd,
7. Financial Capacity as per Annex III of RFQ for M/s Oriental Structural Engineers Pvt Ltd.

The relevant clauses for change in consortium as per RFQ document vide Clause 2.3.2 of the RFQ has been reproduced herein as under:

Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:

(a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;

(b) the Lead Member continues to be the Lead Member of the Consortium;

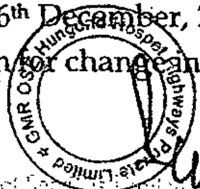
(c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and

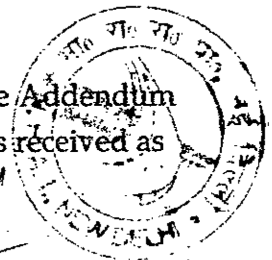
(d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

The change in composition of the Consortium is permitted if and only if the above mentioned conditions are fulfilled. However, Clause 2.3.2 (c) mentions about scenario in which a Consortium member is substituted by another member. The Clause is silent about the scenario in which a member is added to form a consortium.

From the submitted documents it is observed that:

1. The last date for submission of Bid is 16th December, 2009 as per the Addendum issued by the Authority. The application for change in Consortium is received as





FORTRESS

11th Dec, 2009

To,

Mr. Vishal Gupta
General Manager
National Highway Authority of India
New Delhi-110075

Dear Sir,

Sub: Addition of M/s Oriental Structural Engineers Pvt Ltd to M/s GMR Infrastructure Ltd to form a Consortium as "GMR – ORIENTAL Consortium" letter dt: 04th December 09 for the project "Four Laning of Hungund to Hospet section of NH-13 from Km 202.000 to Km 299.000 in the State of Karnataka through PPP on Design, Build, Finance, Operate and Transfer ("DBFOT") basis" - submitted - regarding.

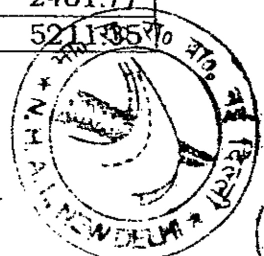
Ref: Letter from M/s GMR Infrastructure Ltd vide no. GIL/BD/SK/09-10/138 dated 04th December, 2009

With reference to the above, We hereby submit the following on the proposal of M/s GMR Infrastructure Ltd regarding to include M/s Oriental Structural Engineers Pvt Ltd in the new proposed Consortium - "GMR – ORIENTAL Consortium" for bidding in the project Four Laning of Hungund to Hospet section of NH-13 from Km 202.000 to Km 299.000 in the State of Karnataka through PPP on Design, Build, Finance, Operate and Transfer ("DBFOT") basis project as evident from the letter vide reference cited.

In the said project M/s GMR Infrastructure Ltd was the original applicant and was prequalified with the following Technical & Financial Capacity:

Particulars	Rs. In Crores
Total payment/revenue realized	10446.13
Total Payment revenue realized in category 1 & 3	2461.77
Total Net worth	5211.35

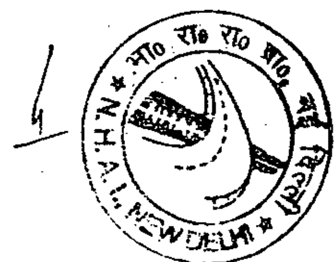


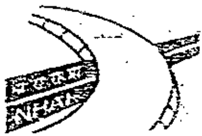


Annexure XIX

Letter from Fortress regarding addition of Oriental Structural Engineers Pvt Ltd







भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/BOT/11012/PPPAC/KNT/05/2008 14.12.2009

M/s GMR Infrastructure Limited
Skip House, 25/1
First Floor, Museum Road
Bangalore – 560 025

Sub. : (i) 4-laning of Bijapur-Hungund Section of NH-13 from km102.000 to km 202.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP Phase-III (Package No. : NHDP-III/BOT/KNT/05)

(ii) 4-laning of Hungund-Hospet Section of NH-13 from km 202.000 to km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP Phase-III (Package No. : NHDP-III/BOT/KNT/06)

Ref. : (i) Your letter no. GIL/BD/SK/09-10/139 dated 10.12.2009
(ii) Your letter no. GIL/BD/SK/09-10/138 dated 10.12.2009

Sir,

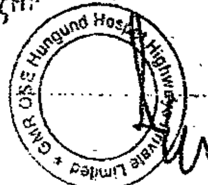
Please refer to letters cited at ref. (i) & (ii) on the above mentioned subject Projects regarding formation of consortium with M/s Oriental Structural Engineers Pvt. Ltd.. In this connection, in-principle approval of Competent Authority in NHAI is hereby conveyed subject to submission of required documents by you as per Clause 2.2.1 of RFP and vetting of the same by Financial/ Legal Consultant of NHAI.

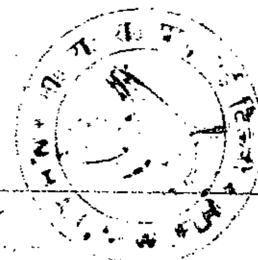
Yours faithfully,

14/12/2009

(Vishal Gupta)
General Manager (K&K)

14/12/09



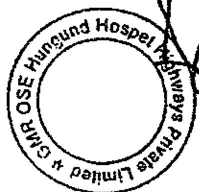


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Annexure XVIII

NHAI letter NHAI/BOT/11012/PPPAC/KNT/05/2008 dated 14th December 2009





GMR Infrastructure Limited

GMR
Registered Office:
Skip House, 25/1,
First Floor, Museum Road
Bangalore 560 025
T +91-80-40432000
F +91-80-40432333
W www.gmrgroup.in

Ref : GIL/BD/SK/09-10/156

Date : 15th December 2009

Mr. Vishal Gupta,
General Manager (K&K)
National Highways Authority of India,
G-5&6, Sector-10, Dwarka,
NEW DELHI – 110075.

Dear Sir,

Subject: (i) **Four Laning of BIJAPUR to HUNGUND Section of NH-13 from Km.102.000 to Km. 202.000 in the State of Karnataka through Public-Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis Project** (Package No.: **NHDP-III/BOT/KNT/05**); AND

(ii) **Four Laning of HUNGUND to HOSPET Section of NH-13 from Km.202.000 to Km. 299.000 in the State of Karnataka through Public-Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis Project** (Package No.: **NHDP-III/BOT/KNT/06**).

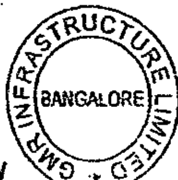
Ref : **1. Our letter No. GIL/BD/SK/09-10/138 dated 10th December 2009**
2. Our letter No. GIL/BD/SK/09-10/139 dated 10th December 2009
3. Your letter No. NHAI/BOY/11012/PPPAC/KNT/05/2008 dated 14th December 2009.

We are in receipt of your letter cited in ref. 3 above and thank you for "in-principle approval" to form a Consortium with M/s Oriental Structural Engineers Private Limited. We also note that this approval is subject to vetting of documents as per Clause 2.2.1 of RFP by your Financial/Legal Consultants.

In this connection, we would like to inform you that, we have already submitted all the relevant documents viz. a) Joint Bidding Agreement, b) Power of Attorney for signing of Bid, c) Power of Attorney for Lead Member of Consortium along with our letter dtd. 10.12.2009 cited in ref. 1 & 2 above. We now request you to give us approval of the competent Authority without any condition, as the bids for the above Projects would be submitted from the Consortium.

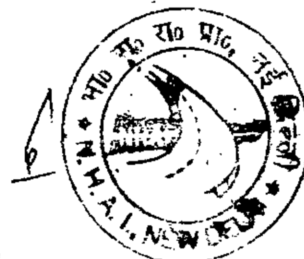
Thanking you,

Yours faithfully
For Consortium of GMR Infrastructure Limited – Oriental Structural Engineers Private Limited



S.K.Kulkarni
Authorised Signatory
CC : 1. Shri S K Nirmal - CGM
2. Shri. S. I. Patel, Member (Projects)





Annexure XVII

GMR letter GIL/BD/SK/09-10/156 dated 15th December 2009







भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6. Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200
फैक्स / Fax: 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/BOT/11012/PPPAC/KNT/05/2008 **16.12.2009**

M/s GMR Infrastructure Limited
Skip House, 25/1
First Floor, Museum Road
Bangalore – 560 025

Kind Attn. : Sh. S.K. Kulkarni, Authorized Signatory

Sub. : (i) 4-laning of Bijapur-Hungund Section of NH-13 from km102.000 to km 202.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP Phase-III (Package No. : NHDP-III/BOT/KNT/05)

(ii) 4-laning of Hungund-Hospet Section of NH-13 from km 202.000 to km 299.000 in the State of Karnataka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis under NHDP Phase-III (Package No. : NHDP-III/BOT/KNT/06)

Ref. : (i) Your letter no. GIL/BD/SK/09-10/139 dated 10.12.2009
(ii) Your letter no. GIL/BD/SK/09-10/138 dated 10.12.2009
(iii) This office letter no. NHAI/BOT/11012/PPPAC/KNT/05/2008 dated 14.12.2009
(iv) Your letter no. GIL/BD/SK/09-10/156 dated 15.12.2009
(v) PoA for signing bid and Board Resolution dated 14.11.2009 in favour of Sh. V.C. Verma, M/s OSE

Sir,

In continuation of this office letter cited at ref. (iii) and your submission of documents, your request for formation of Consortium with M/s Oriental Structural Engineers Pvt. Ltd. for the subject Projects has been accepted by Competent Authority in NHAI. Accordingly, you may take necessary action.

Yours faithfully,

(Vishal Gupta)
General Manager (K&K)





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Annexure XVI

NHAI letter NHAI/BOT/11012/PPPAC/KNT/05/2008 dated 16th December 2009











CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON 14.11.2009 AT THE REGISTERED OFFICE OF THE COMPANY AT 21, COMMERCIAL COMPLEX, MALCHA MARG, DIPLOMATIC ENCLAVE, NEW DELHI – 110021.

"RESOLVED that Shri **V. C. Verma, Director (Marketing)** of the Company be and is hereby authorized to sign and submit the RFP in Joint Venture with M/s. **GMR Infrastructure Ltd.**, SKIP House, 25/1, **Museum Road, Bangalore-560 025** for the work of "Four Laning of HUNGUND to HOSPET Section of NH-13 from Km.202.000 to Km. 299.000 in the State of Karnataka through Public-Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis Project" to the **National Highways Authority of India**, G-5&6, Sector-10, Dwarka, New Delhi - 110075"

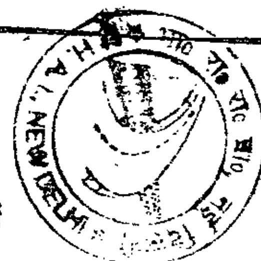
"RESOLVED further that Sh. **Sanjit Bakshi, Director** of the Company be and is hereby authorized to issue, sign and execute the Power of Attorney in favour of Shri **V. C. Verma, Director (Marketing)** for the aforesaid purpose to sign and submit the RFP for the work of "Four Laning of HUNGUND to HOSPET Section of NH-13 from Km.202.000 to Km. 299.000 in the State of Karnataka through Public-Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis Project" to the **National Highways Authority of India**, G-5&6, Sector-10, Dwarka, New Delhi - 110075"

Certified to be true copy
For **ORIENTAL STRUCTURAL ENGINEERS PVT. LTD.**



(K. S. BAKSHI)
MANAGING DIRECTOR





IN WITNESS WHEREOF WE, Oriental Structural Engineers Pvt. Ltd., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 12th December 2009.

For ORIENTAL STRUCTURAL ENGINEERS PVT. LTD.



SANJIT BAKSHI
DIRECTOR
21, Commercial Complex,
Malcha Marg, Diplomatic Enclave,
NEW DELHI - 110021

Witnesses:

1. H. [signature]

2. [signature]

Accepted:

[signature]

V. C. VERMA
DIRECTOR (Marketing)
1383, Sector-37, Arun Vihar,
NOIDA - 201303.

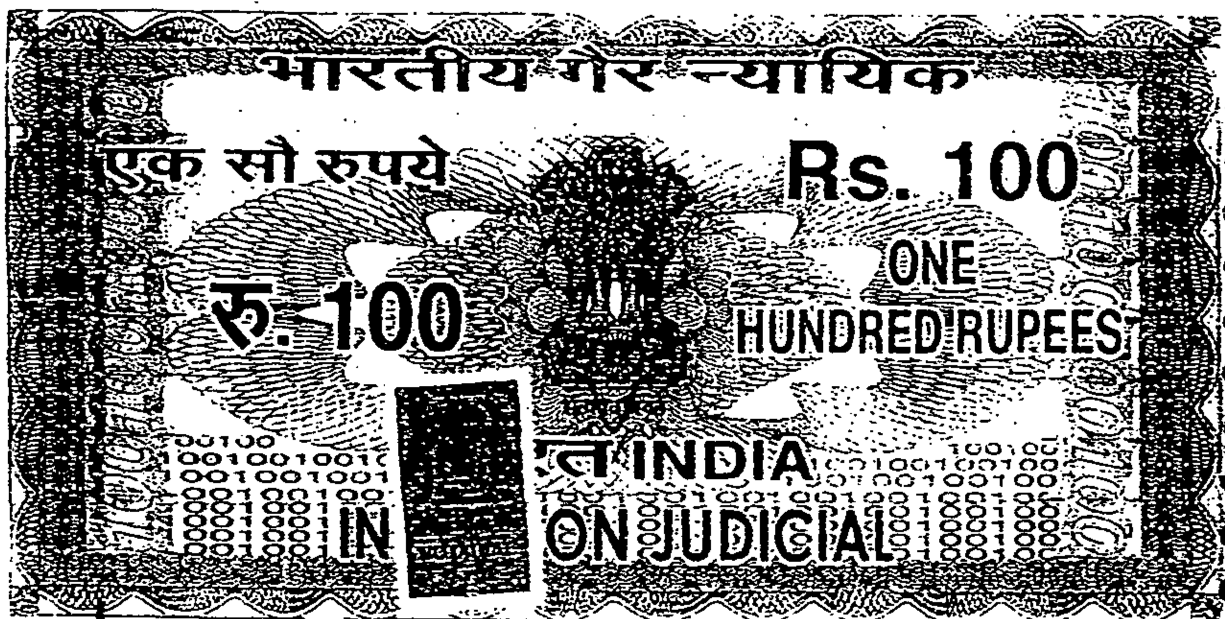
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2009







दिल्ली DELHI

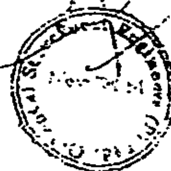
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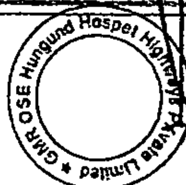
APPENDIX – III
Power of Attorney for signing of Bid
(Refer Clause 2.1.9)

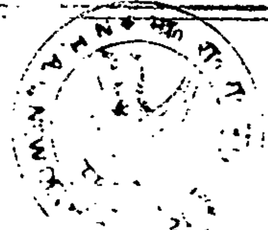
Know all men by these presents, We, **Oriental Structural Engineers Pvt. Ltd., 21 Commercial Complex, Malcha Marg, Diplomatic Enclave, New Delhi – 110021** do hereby irrevocably constitute, nominate appoint and authorise Mr. V. C. Verma, son of Late Sh. N. C. Verma and presently residing at **1383, Sector-37, Arun Vihar, NOIDA - 201 303**, who is presently employed with us and holding the position of **Director (Marketing)**, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the **"Four Laning of HUNGUND to HOSPET Section of NH-13 from Km.202.000 to Km. 299.000 in the State of Karnataka through Public-Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis** Project" proposed or being developed by the **National Highways Authority of India (the "Authority")** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and / or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done [illegible] exercise of the powers hereby conferred shall and shall always be deemed [illegible]









Annexure XV

Power of Attorney for Signing Application –Oriental Structural Engineers Pvt Ltd







EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF GMR INFRASTRUCTURE LIMITED HELD ON MONDAY, OCTOBER 27, 2008 AT 2.30 P.M. AT BOARD ROOM, 11th FLOOR, IBC KNOWLEDGE PARK, PHASE - 2, 'D' BLOCK, NO 4/1, BANNERGHATTA ROAD, BANGALORE - 560 029

"**RESOLVED THAT** in super cession of the earlier resolution passed by the Board of Directors in their meeting held on January 23, 2007, the consent of the Board be and is hereby accorded to participate and make application for pre qualification and participating in bidding for the Road projects as member of consortium or otherwise

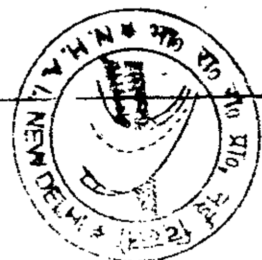
RESOLVED FURTHER THAT Mr. G.B.S Raju, Managing Director, Mr. B V Nageswara Rao Mr Srinivas Bommidala, Group Directors and Mr. C.P. Sounderarajan, Company Secretary and Mr. O. B. Raju and Mr. S.K. Kulkarni, Mr. D.R. Santhana Krishnan and Mr. Siddhartha Deb, Authorized Representatives of the Company (herein after collectively referred to as "Authorised Signatories") be and are hereby severally authorized to sign, seal, execute and do all such acts, deeds and things necessary in connection with or incidental to our submission of application for pre qualification, for participating in the process of bidding for Road projects including signing and submission of all documents (including Memorandum of Understanding) and affixing the Common seal of the Company on above documents if required in the presence of any one of the aforesaid Authorized Signatories who shall sign the same in token thereof and providing *information / responses to the statutory authorities, representing the Company / Consortium* in all matters before the statutory authorities and generally in all matters in connection with application for pre qualification and in connection with bid submission for the Road projects.

RESOLVED FURTHER THAT a Power of attorney be executed in favor of aforesaid persons by any one of Mr. G.B.S Raju, Managing Director, Mr. B V Nageswara Rao, Mr. Srinivas Bommidala, Group Directors, Mr. C.P Sounderarajan, Company Secretary and that the Common seal of the Company, if required, be affixed to the said power of attorney in presence of any Director / Company Secretary of the Company who shall sign the same in token thereof."

// Certified True Copy//
For GMR Infrastructure Limited

Narendra Singh
Associate Company Secretary





AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, **GMR INFRASTRUCTURE LIMITED**, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 7th DAY OF **DECEMBER 2009**

For GMR Infrastructure Limited

Name : **Srinivas Bommidala**
Designation : **Group Director**
Address: **25/1, Skip House. Museum Road, Bangalore-560 025 India**

Witnesses:

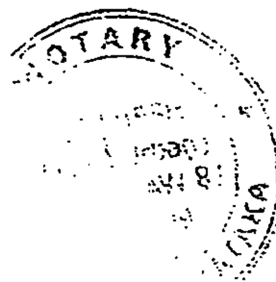
1. Basavaraju K.V. # 30 14th A cross 10th main Malleshwaram Bangalore - 53
2. Raveendra K C-010-A 15/229, 5th phase, YNK, Blore-64

Accepted



Name : **S.K.Kulkarni**
Designation : **Authorised Signatory**
Address : **25/1, Skip House, Museum Road, Bangalore-560 025 India.**

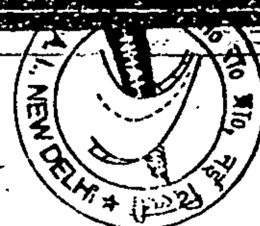
EXECUTION ADMITTED BEFORE



S. Rakesh. B.Com. LL.B.
NOTARY & ADVOCATE
341, 7th Main, ... BANGALORE-560 ...

10 DEC 2009





00009



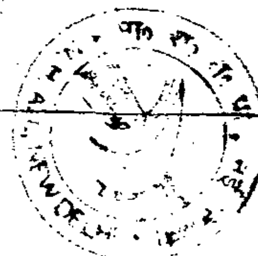

INDIA Rs 0000100

APPENDIX – III

Power of Attorney for Signing of Bid

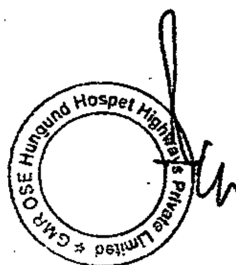
(Refer Clause 2.1.9)

Know all men by these presents, We, **GMR Infrastructure Limited**, having registered office at 25/1, SKIP House, Museum Road, Bangalore-560 025, India, do hereby irrevocably constitute, nominate, appoint and authorise **Mr. S.K.Kulkarni**, son of **Shri.Krishnaji Kulkarni** and presently residing at 24/2, 10th Cross, 1st Main, Temple Road, Malleshwaram, Bangalore-560 003, who is presently employed with us/ the Lead Member of our Consortium and holding the position of **Authorised Signatory**, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Four Laning of Hungund to Hospet section of NH-13 from Km 202.000 to Km 299.000 in the State of Karnataka under NHDP Phase III on DBFOT (Toll) basis (PACKAGE NO.: NHDP-III/BOT/KNT/06) Project on [DBFOT] basis Project proposed or being developed by the National *Highways Authority Of India (the "Authority")* including *but not limited to signing and* submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the *Concession Agreement* and *undertakings consequent to acceptance of* our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and [illegible] us and/or till the entering into of the Concession Agreement [illegible]

Annexure XIV

Power of Attorney for Signing Application –GMR Infrastructure Ltd





... the Consortium as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and in the event the Consortium is awarded the Concession Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority and / or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 14th DAY OF December 2009

For GMR Infrastructure Ltd



S K Kulkarni
Authorized Signatory

For Oriental Structural Engineers Pvt. Ltd.,



V. C. Verma
Director (Marketing)

Accepted
For M/s.GMR Infrastructure Limited

S K Kulkarni







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K 013287

APPENDIX – IV

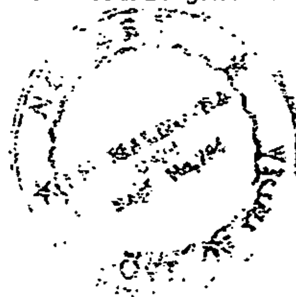
Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.10)

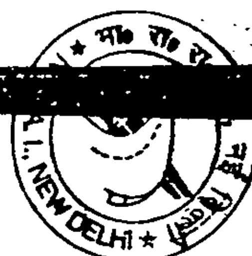
Whereas the National Highways Authority of India ("the Authority") has invited Bids from pre-qualified and short listed Parties for the **Four Laning of HUNGUND to HOSPET Section of NH-13 *from Km.202.000 to Km. 299.000 in the State of Karnataka through Public-Private Partnership* (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT")** basis Project ("the Project"). Whereas, **M/s. GMR Infrastructure Ltd.** and **M/s. Oriental Structural Engineers Pvt. Ltd.**, (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution

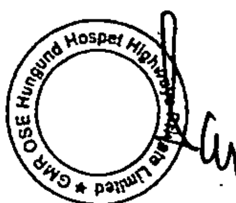
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We **M/s.GMR Infrastructure Limited** having our registered office at SKIT House 25th *Museum Road, Bangalore-560 025* and **M/s. Oriental Structural Engineers Pvt. Ltd.**, having our registered office at *21. Commercial Complex, Malcha Marg, New Delhi – 110 021* (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. GMR Infrastructure Ltd., having its registered office at SKIT House, 25th Museum Road, Bangalore 560 025 India being one of the Members



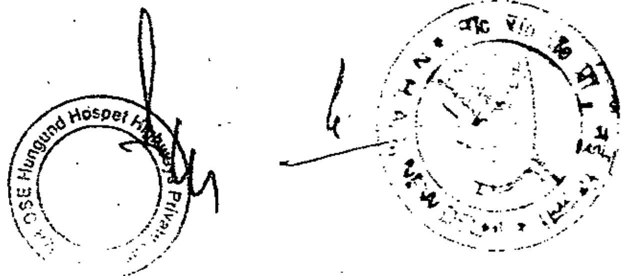






Annexure XIII

Power of Attorney for Lead member of consortium



12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs.18.92 crore (Rupees Eighteen crore and Ninety Two lakh only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before **June 20, 2010.**

Notwithstanding anything contained hereinabove,

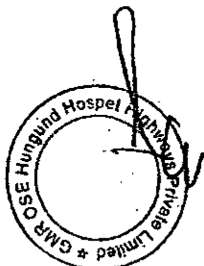
i. Our liability under the Bank Guarantee shall not exceed [illegible] crore (Rupees **Eighteen Crore and Ninety Two Lakh only)**
ii. The Bank Guarantee shall be valid upto **June 20, 2010**
iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before **June 20, 2010**

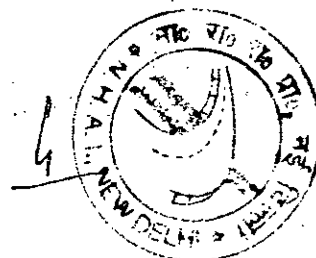
Signed and Delivered by [illegible] Bank Limited, Bangalore By the hand of Ms S. Manjula Assistant General Manager and M[illegible] Ray Assistant General Manager authorized official.

Dated [illegible] 2009 at Bangalore

Asst. General Manager
EIN : 009510
Asst. General Manager, Trade Finance
[illegible] Bank Limited
86, Mission Road, Bangalore-27

S. Manjula
5920





2009377IBGB0112

1007

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the maters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to **IDBI Bank Limited, [illegible] House, Trade Finance Department, No 58, Mission Road, Bangalore - 560 0[illegible]** delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.





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2009373IBGB0112

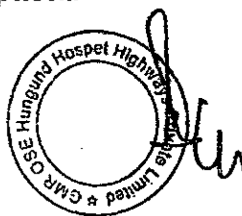
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

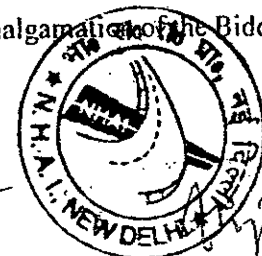
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period [illegible] the said Bidding Documents for any reason whatsoever. Any such demand made [illegible] the Bank shall be conclusive as regards amount due and payable by the Bank [illegible] this Guarantee. However, our liability under this Guarantee shall be restricted [illegible] amount not exceeding Rs.18.[illegible] Crores (Rupees Eighteen crore and Nine[illegible] only).

4. This Guarantee shall be irrevocable and remain in full force for [illegible] of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a [illegible] period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till [illegible] amounts under this Guarantee have been paid.

5. We, the Bank, [illegible] agree that the Authority shall be the sole judge to decide as to whether the Bidder [illegible] in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.





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2009377IBGB0112

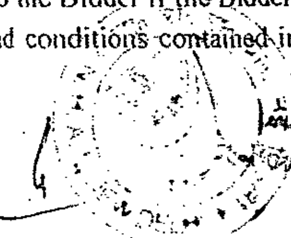
<u>BANK GUARANTEE FOR BID SECURITY</u>

Bank Guarantee No. : 2009377IBGB0112
Bank Guarantee Amount: **<u>Rs. 18,92,00,000/-</u>**
Guarantee cover from: **<u>01.12.2009</u>** to **<u>20.06.2010</u>**
Last date for lodgment of claim: **<u>20.06.2010</u>**

1. In consideration of you, National Highways Authority of India, having its office at G-5 &G-6, Sector 10, Dwarka, New Delhi-110075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of **M/s.GMR Infrastructure Limited** (a company registered under the Companies Act, 1956) and having its registered office at 25/1 [illegible] House, [illegible] Road, Bangalore-560025 (and acting on behalf of its Consortium) (herei[illegible] referred to as the [illegible] which expression shall unless it be repugnant to the [illegible] or context [illegible] include its/their executors, administrators, successors and assigns), for the [illegible] of Hungund to Hospet sectio[illegible] H-13 **from Km 202.000 to Km 299.000 in the State of** Karnataka under NHDP **Phase III on DBFOT (Toll) basis basis (PACKAGE NO.:** [illegible]/KNT/06) Project on **[DBFOT]** basis (hereinafter referred to [illegible] Project[illegible] pursuant to the RFP Document dated **19th June 2009** issued in [illegible] of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents[illegible] IDBI Bank Limited having our registered office at **IDBI Towers, WTC** Complex, **Cuffe Parade, Mumbai - 400 005** and one of its branches at **IDBI House**, Trade **Finance Department, No 58, Mission Road, Bangalore - 560 027** (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs.18.92 Crores (Rupees Eighteen crore and Ninety Two lakhs only)** (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

For IDBI BANK LTD.
Authorised Signatory
Mission Road, Bangalore - 27





IDBI BANK LTD
Authorised Signatory
Mission Road, Bangalore
RATNA RAY

2009377IBGB0112

00004

Bank Guarantee No.: 2009377IBGB0112

Bank Guarantee Amount: Rs 18,92,00,000/-

Effective from 1/12/09 To 20/6/2010

Last Date of Lodgment of Claim 20/6/2010

This Bank Guarantee / Amendment is being executed on ___/___/___ at Bangalore by

IDBI Bank Ltd
IDBI House, 1st Floor,
No.58 Mission Road,
Bangalore 560 027

On behalf of

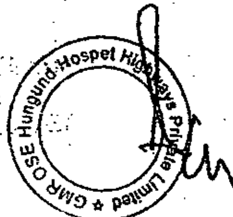
M/s GMR Infrastructure Ltd
25/1, SF JP House, Museum Road
Bangalore - 560 025

For IDBI BANK LTD.

For IDBI BANK LTD.









S. Manjula
5520

Industrial Development Bank of India Ltd.

No. 240874

Branch:-IDBI HOUSE,TRADE FINANCE DEPT,NO. 58, MISSION ROAD, BANGALORE 560027

To

National Highways Authority of India
G – 5 & G – 6, Sector – 10,
Dwarka, New Delhi – 110075

Dear Sir/Madam,

Bank Guarantee No:	2009377IBGB0112
Amount (Rs.)	18,92,00,000/-
Guarantee Cover From 01.12.2009 To	20.06.2010
Last date for Lodgement of Claim	20.06.2010

This deed of guarantee executed by IDBI Bank Ltd., a company [illegible] under the Companies Act 1956 and deemed to be a banking [illegible] under the Banking [illegible] Act. 1949, having its Registered Office and Head Office at IDBI Tower, WTC Com[illegible] parade, Mumbai 400005, and among other places a branch at IDBI HOUSE,TRADE [illegible] DEPT,NO.58,MISSION ROAD, BANGALORE 560027 (Hereinafter referred to as "the [illegible]) in favour of M/s National Highways Authority of India G – 5 & G – 6, Sector – 10, Dwarka, New Delhi [illegible] (hereinafter referred to as "the Authority") for an amount not exceeding Rs.18.[illegible] Crore (Rupees Eighteen crore and Ninety Two lakhs only) at the request of M/s. GMR Infrastructure Limited (Hereinafter referred to as "[illegible] Bidder.")

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to maximum of Rs.18.92 crores (Rupees Eighteen crore and Ninety Two lakhs only)and the Guarantee shall remain in full [illegible] up to 20.06.2010 (expiry date) and can not be invoked otherwise than by a written demand under this Guarantee served on the Bank on or before the 20.06.2010 (last claim date)

The Authority is advised to seek a confirmation of the issuance of this Guarantee from the controlling office/Head Office by enclosing a copy of the same.

This Guarantee consists of Six pages including this page.

Authorised Signatory

Authorised Signatory

contd....







From
IDBI Bank Ltd.,
IDBI House,
Trade Finance Dept.
58, Mission Road,
Bangalore - 560093.

To
National Highways Authority of India
G-5 & G-6, Sector - 10
Dwarka
New Delhi - 110075

Dear Sir,

Amendment No.1 dated 09.12.2009 to the Bank Guarantee No.2009377IBGB0112 dated 01.12.2009 for Rs. 18,92,00,000/- (Rupees Eighteen Crores and Ninty Two Lakhs only) issued by IDBI Bank Ltd., Bangalore favoring yourselves, at the request of M/s GMR Infrastructure Limited. This amendment should be attached to the original Bank Guarantee.

Bank Guarantee No. 2009377IBGB0112 dated 01.12.2009 stands modified as follows:-

1. Expiry date and last date for lodgement of claim to be read as 29th June 2010, instead of existing.

All other terms and conditions of the original guarantee remain unchanged.

For IDBI BANK
Authorised Signatory
Mission Road, Bangalore - 27

S.Ramasamy
EIN - 102201



RATNA RAY
EIN : 606522
Asst. General Manager, Trade Finance
IDBI Bank Limited
58, Mission Road, Bangalore-27







Bank Guarantee No. : 2009377ZBG80112

Bank Guarantee Amount : Rs 12,97,00,000/-

This is an integral part of the Bank Guarantee / Amendment being executed on 09/12/2009 at Bangalore by

IDBI Bank Ltd.
IDBI House, 1st Floor,
No.58, Mission Road,
Bangalore – 560 027

On behalf of

M/s GMR Infrastructure Limited
Bangalore





For IDBI BANK LTD.,

Authorised Signatory
Mission Road, Bangalore - 27

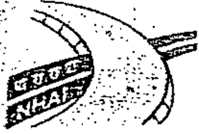
S. Ramaswamy
SRM - 192307



RATNA RAY
EIN : 606529
Asst. General Manager, Trade Finance
IDBI Bank Limited
Mission Road, Bangalore-27



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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200
फैक्स / Fax: 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/Tech /12011/NS-2/DPR/KNT/2007 **07.01.2010**

Manager
IDBI Bank Ltd.
IDBI House
Trade Finance Dept.
58, Mission Road
Bangalore – 560 093

Sub. : Verification of Bank Guarantee

Sir,

Following Bank Guarantee has been issued from your Branch :-

S. No.	Bank Guarantee			
	No.	Dated	Amount (Rs.)	Valid upto
1.	2009377IBGB0112	01.12.2009	18,92,00,000/-	29.06.2010

2. Name, Designation and Employee Code No. of the officers who signed the BG as well as who is confirming the BG may also be informed.

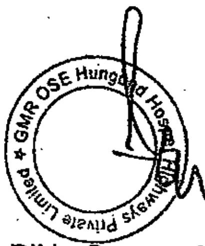
3. It is requested to forward confirmation letter giving reference of this letter addressed to General Manager (K&K), National Highways Authority of India, G-5&6, Sector-10, Dwarka, New Delhi-75 Fax No: 25074100/ 25074200 Extn no: 2432.

4. A photocopy of above mentioned Bank Guarantee is enclosed for your ready reference.

This may be treated as **Most Urgent**.

Yours faithfully,

Encl. : As above.



(Vishal Gupta)
General Manager (K&K)

Copy to : PD, NHAI, PIU, Survey No. 13, Nagasandra Village, Next to Vidia Kennametal, Bangalore – 73 along with copy of BG with a request to arrange verification of above BG in accordance with circular of NHAI immediately.



NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport & Highways)
Project Implementation Unit, Bangalore
Survey No. 13, 14th Km, Bangalore-Tumkur Road,
Nagasandra Village, Bangalore - 560 073
Phone-080-28394403, Fax No-080-28394383



NHAI/PIU/BG/confirmation/1/06/PIU-BNG/2420 Date:15.01.2010

To

Mr.VishalGupta
General Manager (K&K)
National Highways Authority of India,
G-5 & 6 Sector-10, Dwaraka
New Delhi-110075

Sub: Confirmation of Bank Guarantee - No.2009377IBGB0112 dt.01.12.2009
Ref: NHAI/Tech/12011/NS-2/DPR/KNT/2007 dt.07.01.2010

With reference to the above, the Bank Gurantee has been verified through IDBI Bank,Trade Finance Dept,No.58,Mission Road,Bangalore, Bangalore-560093.The original confirmation letter is herewith enclosed for further necessary action.

Thanking you,

Yours sincerely,

(P.C.Jena)
Accountant

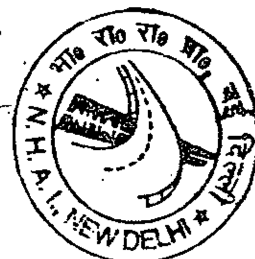
Encl: As above





Annexure XII

Bid security submitted by GMR Infrastructure Ltd – Oriental Structural Engineers Ltd Limited Consortium





27. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

28. {We, the Consortium Members agree and under take to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

29. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

30. I/We hereby submit our Bid and ~~[offer a Premium in the form of Rs......(in words) out of the gross revenues of the Project as share of the Authority~~/require a Grant of Rs. 340,92,00,000/- (Rupees Three Hundred Forty Crores and Ninety Two Lakhs only)] for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: 23/12/2009

Yours faithfully,

(Signature of the Authorized Signatory)

Place: Bangalore

S.K.Kulkarni- Authorized Signatory
(Name and Designation of the Authorized Signatory)

GMR Infrastructure Ltd
(Name and seal of Lead Firm)







~~I~~/We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.

~~I~~/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

In the event of ~~my~~/our being declared as the Selected Bidder, ~~I~~/We agree to enter In to a Concession Agreement in accordance with the draft that has been provided to ~~me~~/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

~~I~~/We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

2. ~~I~~/We offer a Bid Security of Rs. 18.92 Crores (Rupees Eighteen crores and Ninety Two lakhs only) to the Authority in accordance with the RFP Document.

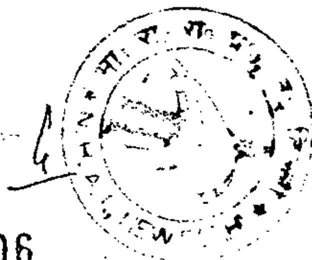
3. The Bid Security in the form of a ~~Demand Draft~~/ Bank Guarantee is attached

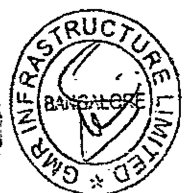
4. The document accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in separate envelope and marked as "Enclosures of the Bid".

5. ~~I~~/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to ~~me~~/us or our Bid is not opened or rejected.

6. The ~~Premium~~/Grant has been quoted by ~~me~~/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.







GMR
Registered Office:
Skip House, 25/1,
First Floor, Museum Road
Bangalore 560 025
+91-80-40432000
F +91-80-40432333
www.gmrgroup.in

1. I/We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

2. I/We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

3. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.

4. I/We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.

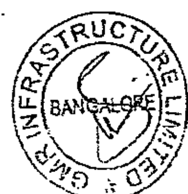
5. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

6. I/We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2(two) years from the date of commercial operation of the Project, hold equity share capital less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

7. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.







6. I/We certify that in the last three years, we/any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

(b) I/We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

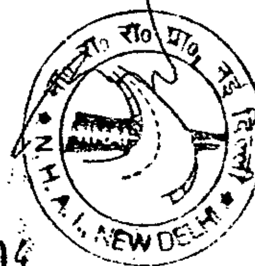
(e) the undertakings given by us along with Application in respose to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

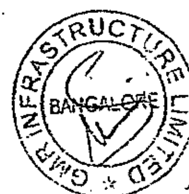
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.

9. I/We believe that, we/our Consortium/proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.

10. I/We declare that we / any Member of the Consortium, or our/its Associates are not a member of a/any other Consortium submitting a Bid for the Project.







GMR Infrastructure Limited

APPENDIX-I

Letter Comprising the Bid
(Refer Clauses 2.1.5 and 2.14)

Dated: 23rd December 2009

The,
Vishal Gupta
General Manager
National Highways Authority of India
G-5 & 6, Sector- 10, Dwarka
NEW DELHI-110 075
FAX No.: +91 11 25074100
Phone No. +91 11 25074100 Extn.1417
Email:vishalgupta@nhai.org

Sub: Bid for the Four Laning of Hungund to Hospet Section of NH-13 from Km 202.000 to Km 299.000 in the State of Karnataka under NHDP Phase III on DBFOT(Toll) basis basis (PACKAGE NO.: NHDP-III/BOT/KNT/06) Project".

Dear Sir,

With reference to your RFP document dated 19th June 2009, I/ we, having examined the Bidding Documents and understood their contents, hereby submit ~~my~~/our Bid for the aforesaid Project.

The Bid is unconditional and unqualified.

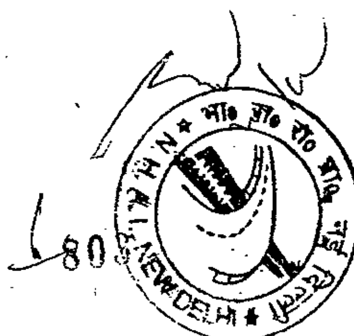
I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionare for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

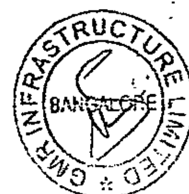
This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.

I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.







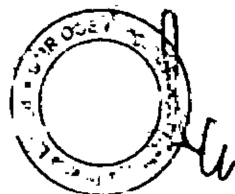


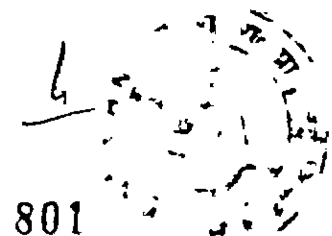
the Four Laning of Hungund to Hospet section of NH 13 from Km [illegible].000 to Km 299.000 in the State of Karnataka through public-private partnership (PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis Project"

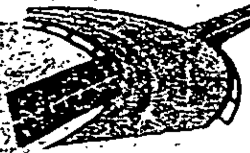
BID

TABLE OF CONTENTS

S. No.	Description	Appendices as per RFP	Page Numbers
[illegible]	[illegible] the Bid	[illegible]	[illegible]







National Highways Authority of India

(Ministry of Shipping, Road Transport & Highways)
Government of India

"Bid for the Four Laning of Hungund to Hospet section of NH-13 from Km 202.000 to Km 299.000 in the State of Karnataka through public-private partnership(PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis Project".

BID

GMR

GMR Infrastructure Limited
and
Oriental Structural Engineers Pvt Ltd- Consortium

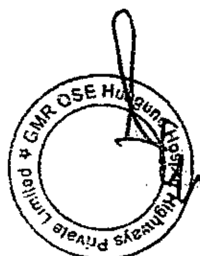
IBC Knowledge Park
Phase 2, 'D' Block, 10th Floor,
4/1, Bannergatta Road,
Bangalore -560029, India
Fax: +91 80 4043 2667
Phone: +91 80 4043 2000





Annexure XI

GMR Infrastructure Ltd– Oriental Structural Engineers Limited Bid submitted on 24th December 2009







भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200
फैक्स / Fax: 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/BOT/11012/PPPAC/KNT/05/2008 |9610 **14.01.2010**

M/s GMR Infrastructure Ltd.-M/s Oriental (Consortium)
IBC Knowledge Park, Phase-2
D-Block, 10th Floor, 4/1, Bannerghatta Road
Bangalore, Karnataka

Fax No. 080-40432692

Sub. : Four Laning of Hugund to Hospet Section of NH-13 from Km 202.000 to 299.000 in the State of Karnataka on DBFOT pattern under NHDP Phase III – Clarifications

Ref.: Your bid dated 24.12.2009

Dear Sir,

On scrutiny of your bid submitted for Four Laning of Hugund to Hospet Section of NH-13 from Km 202.000 to 299.000 in the State of Karnataka on DBFOT pattern under NHDP Phase III, following are observed in the formats in place of the formats originally supplied in RFP :-

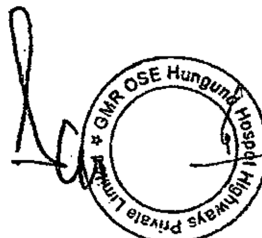
1. Appendix-I, Point No. 16 - Instead of "capital not less than", your firm has mentioned "capital less than"

2. Appendix III – "Power of Attorney for signing of Bid" and Appendix IV – "Power of Attorney for Lead Member of Consortium" as submitted by GMR – OSE Consortium – the word "things lawfully done" appears instead of "things done"

3. Appendix IV – "Power of Attorney for Lead Member of Consortium" – the words "accept the letter of award" are missing.

In view of the above observations, confirm your position with respect to original formats of RFP.

Yours faithfully,





17/1/10
(Vishal Gupta)
General Manager (K&K)

Annexure X

NHAI letter NHAI/BOT/11012/PPPAC/KNT/05/2008/9610 dated 14th January 2010



GMR Infrastructure Limited

GMR
Registered Office:
Skip House, 25/1,
First Floor, Museum Road
Bangalore 560 025
T +91-80-40432000
F +91-80-40432333
W www.gmrgroup.in

Ref : GIL/BD/KR/09-10/173

Date : 19th January 2010

To
Mr. Vishal Gupta,
General Manager (K&K)
National Highways Authority of India,
G-5&6, Sector-10, Dwarka,
NEW DELHI – 110075.

Dear Sir,

Subject: Four Laning of Hungund to Hospet Section of NH-13 from Km.202.000 to Km. 299.000 in the State of Karnataka on DBFOT pattern under NHDP Phase III - Clarifications

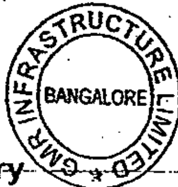
Ref: Your letter ref No. NHAI/BOT/11012/PPPAC/KNT/05/2008/9610 dated 14th January 2010

With reference to your letter dated 14th January 2010 as mentioned above, we submit that "**the pointed out changes**" from RFP format is purely due to typographical errors and we do not intend any changes in the original format in the RFP.

We hereby unconditionally confirm our adherance to the original RFP format.

Thanking you,

Yours faithfully
For **GMR Infrastructure Limited & OSE - Consortium**



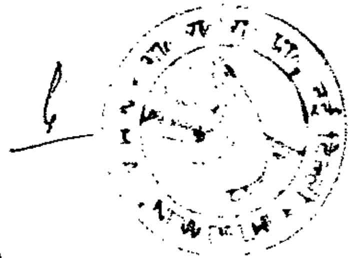
S.K.Kulkarni
Authorised Signatory





Annexure IX

GMR Letter GIL/BD/KR/09-10/173 dated 19th January 2010





Performance security by way of an irrevocable and unconditional Bank Guarantee of Rs 47.30 crores (Rupees Forty Seven Crores and Thirty Lakhs only) within the period expiring on the 180th day from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (refer Clause 4.1.2 and Clauses of Article-9 of RFP – Vol- II).

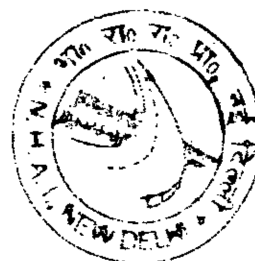
4. You are required to comply with all the terms and conditions set forth in the RFQ and the RFP documents. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

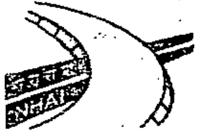
Yours faithfully,

(Vishal Gupta)
General Manager (Tech.)

Encl: Duplicate copy of LOA







भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

Original

NHAI/BOT/11012/PPPAC/KNT/05/2008/119 08.02.2010

To

M/s GMR Infrastructure Ltd – OSE Consortium
IBC Knowledge Park, Phase-2
D-Block, 10th Floor, 4/1, Bannerghatta Road
Banglore, Karnatka
560029
Fax No.: 080-40432692

Sub :4-laning of Hungund – Hospet section of NH-13 from km202.000 to km 299.000 in the state of Karnataka under NHDP Phase-III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis (Package No. NHDP-III/BOT/KNT/06)
- ***Letter of Award (LOA)- reg.***

Ref:
1. NHAI's letter no NHAI/BOT/11012/KNT/05/2008/7152 dated 16.06.2009
2. Your bid submitted on 24.12.2009

Sir,

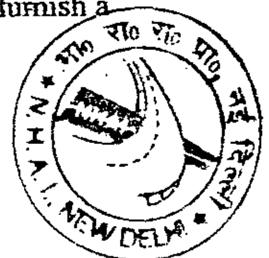
Consequent upon NHAI's letter mentioned at reference no. 1, wherein you were informed of having been qualified in terms of the requirements of the Request for Qualification (RFQ) document and eligible to submit the Request for Proposal (RFP) in respect of the Project of "4-laning of Hungund – Hospet section of NH-13 from km202.000 to km 299.000 in the state of Karnataka under NHDP Phase-III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis (Package No. NHDP-III/BOT/KNT/06)" ("Project") and considering your proposal in this regard submitted on 24.12.2009 vide Ref. 2, NHAI hereby accepts your proposal quoting a positive grant of Rs. 3,40,92,00,000/- (Rupees Three Hundred and Forty Crores and Ninety Two Lakhs only) as included in Appendix-1 of your Bid Document(i.e. Price Bid) and declare you as the "Selected Bidder" as per provision of RFP Documents. Please note that the amount of grant payable by the Authority shall be in accordance with the provisions of RFP Documents. The Concession Period is 19 (Nineteen) years including Construction Period of 910 (Nine Hundred and Ten) days from the "Appointed Date".

2 In accordance with the clause 3.3.5 of the RFP document (Volume – I), you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgment within 7(seven) days of receipt of LOA. Thereafter, you are required to execute the Concession Agreement within 30 (Thirty) days from the date of issue of LOA

3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a

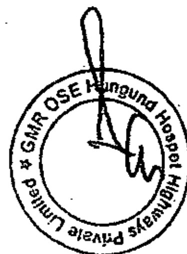


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Annexure VIII

NHAI letter NHAI/BOT/11012/PPPAC/KNT/05/2008/19 dated 8th February 2010 issuing Letter of Award





Performance security by way of an irrevocable and unconditional Bank Guarantee of Rs 47.30 crores (Rupees Forty Seven Crores and Thirty Lakhs only) within the period expiring on the 180th day from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (refer Clause 4.1.2 and Clauses of Article-9 of RFP – Vol- II).

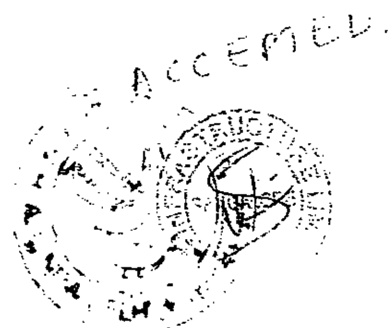
4. You are required to comply with all the terms and conditions set forth in the RFQ and the RFP documents. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Yours faithfully,

08/02/2010

(Vishal Gupta)
General Manager (Tech.)







भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200
फैक्स / Fax: 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

Duplicate

NHAI/BOT/11012/PPPAC/KNT/05/2008/19 08.02.2010

To

M/s GMR Infrastructure Ltd – OSE Consortium
IBC Knowledge Park, Phase-2
D-Block, 10th Floor, 4/1, Bannerghatta Road
Banglore, Karnatka
560029
Fax No.: 080-40432692

Sub :4-laning of Hungund – Hospet section of NH-13 from km202.000 to km 299.000 in the state of Karnataka under NHDP Phase-III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis (Package No. NHDP-III/BOT/KNT/06)
- *Letter of Award (LOA)- reg.*

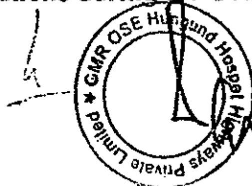
Ref:
1. NHAI's letter no NHAI/BOT/11012/KNT/05/2008/7152 dated 16.06.2009
2. Your bid submitted on 24.12.2009

Sir,

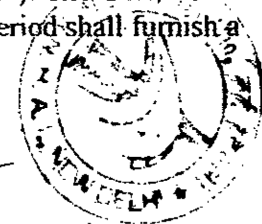
Consequent upon NHAI's letter mentioned at reference no. 1, wherein you were informed of having been qualified in terms of the requirements of the Request for Qualification (RFQ) document and eligible to submit the Request for Proposal (RFP) in respect of the Project of "4-laning of Hungund – Hospet section of NH-13 from km202.000 to km 299.000 in the state of Karnataka under NHDP Phase-III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis (Package No. NHDP-III/BOT/KNT/06)" ("Project") and considering your proposal in this regard submitted on 24.12.2009 vide Ref. 2, NHAI hereby accepts your proposal quoting a positive grant of Rs. 3,40,92,00,000/- (Rupees Three Hundred and Forty Crores and Ninety Two Lakhs only) as included in Appendix-1 of your Bid Document(i.e. Price Bid) and declare you as the "Selected Bidder" as per provision of RFP Documents. Please note that the amount of grant payable by the Authority shall be in accordance with the provisions of RFP Documents. The Concession Period is 19 (Nineteen) years including Construction Period of 910 (Nine Hundred and Ten) days from the "Appointed Date".

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3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a



790





GMR Infrastructure Limited

Corporate Office:
ISC Knowledge Park, Phase 2,
"D" Block, 10th Floor, 4/1,
Bannerghatta Road, Bangalore 560 029
T +91 80 40432000
F +91 80 40432333
W www.gmrgroup.in

Ref: GIL/BD/KR/09-10/186

Date : 11th February 2010

To,
Mr. **Vishal Gupta**
General Manager (Tech)
National Highways Authority of India
G-5 & 6, Sector- 10, Dwarka
NEW DELHI-110 075
FAX No.: +91 11 25074100
Phone No. +91 11 25074100 Extn.1417
Email:vishalgupta@nhai.org

Dear Sir,

Sub: 4 Laning of Hungund - Hospet section of NH-13 from km 202.000 to km 299.000 in the state of Karnataka under NHDP Phase-III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis (PACKAGE NO. NHDP-III/BOT/KNT/06) – Letter of Award (LOA)-reg .

Reg: LOA- Confirmation.

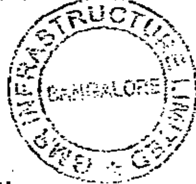
Ref: Your letter No. NHAI/BOT/11012/PPPAC/KNT/05/2008/19 dated 8th February 2010.

We hereby acknowledge the receipt of your Letter of Award (LOA) cited above under reference and convey our thanks for the same.

We are pleased to confirm our accetance of the "Letter of Award" issued by NHAI and sending herewith the duplicate copy duly signed and accepted.

Thanking you,

Yours faithfully,
For GMR Infrastructure Limited -OSE Consortium



S.K.Kulkarni
Authorised Signatory

Encl: As above

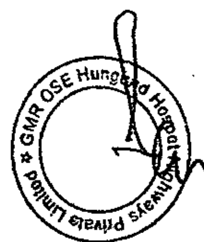


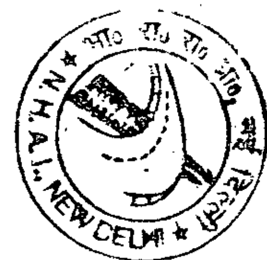


Regd. Office:
25/1, Skip House,
Museum Road, Bangalore 560 025.

Annexure VII

GMR letter GIL/BD/KR/09-10/186 accepting Letter of Acceptance





GMR Infrastructure Limited

GMR
Corporate Office:
[illegible] Knowledge Park, Phase 2
"D" Block, 10th Floor, 4/1,
Bannerghatta Road, Bangalore 560 029
T +91 80 40432000
F +91 80 40432333
W www.gmrgroup.in

Ref.: GIL/BD/PJ/09-10/187

Date: 16th February 2010

To,
Mr. Vishal Gupta
General Manager (Tech)
National Highways Authority of India
G-5 & 6, Sector- 10, Dwarka
NEW DELHI-110 075
FAX No.: +91 - 11 25074100
Ph No. +91 11 25074100 Extn.1417
Email:vishalgupta@nhai.org

Dear Sir,

Sub: 4 laning of Hungund – Hospet section of NH – 13 from Km 202.00 to Km 299.00 in the state of Karnataka under NHDP Phase – III on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (Package No . NHDP-III/BOT/KNT/06)- SPV incorporation

Ref: 1) Your letter no NHAI/BOT/11012/PPPAC/KNT/05/2008/19 dated 8th February, 2010
2) Our letter no GIL/BD/KR/09-10/186 dated 11th February, 2010

With reference to the above letters, we are pleased to inform you that a Company (Special Purpose Vehicle) GMR OSE Hungund Hospet Highways Private Limited has been incorporated for execution of the Project mentioned in the subject. We are enclosing herewith the Memorandum of Association and Articles of Association of GMR OSE Hungund Hospet Highways Private Limited for your reference and records. All other compliances would be met prior to execution of Concession Agreement.

We kindly request you to

i) Furnish the soft copy of the Draft Concession Agreement, incorporating relevant addendums issued prior to bid submission for our scrutiny and vetting prior to execution of Concession Agreement, in MS – word format with track changes mode.
ii) Provide tentative date for signing of Concession Agreement.

Kindly acknowledge receipt of this letter and its enclosures.

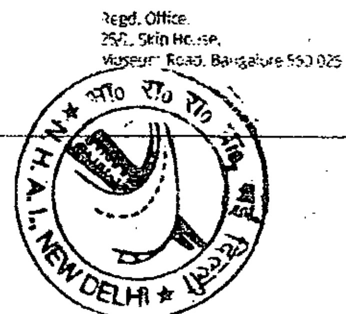
Thanking you,

Yours faithfully,
For GMR Infrastructure Limited – OSE Consortium

S.K. Kulkarni
Authorized Signatory
Encl: Memorandum of Association and Articles of Association of GMR OSE Hungund Hospet Highways Private Limited.

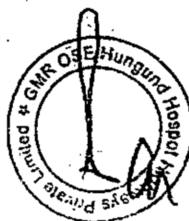
Regd. Office.
25/1, Skip House,
Museum Road, Bangalore 560 025





Annexure VI

GMR letter GIL/BD/PJ/09-10/187 dated 16th February 2010 informing formation of SPV





We, the several persons whose names and addresses are hereunder subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association.

SL.No	Names addresses, Descriptions and Occupations of the Subscribers	Signature of Subscribers	Signature of witness and his name address, description and occupation
1	Mr. Bangaru Raju Obbilisetty S/o Mr. Neelachalam Obbilisetty No. 24 – A, 37^{th} A Cross, 8^{th} Block, Jayanagar Bangalore – 560 082 Occupation : Service	Sd/-	Witness to all Sd/- Mr.M.Ganesh Kumar S/o.M.Lakshmipathy H.No6/33,Anand Nilaya Old Gurappan Palya,8^{th} B Main Road Bannerghatta Road Bangalore-560029 Occupation - Services (Company Secretary)
2	Mr. Srinivas Bommidala S/o B. Kasi Viswanadham No. 309, 3^{rd} Cross, 2^{nd} Block 2^{nd} Stage, Devasandra Rajmahal Vilas extn. Bangalore - 560094 Occupation : Industrialist	Sd/-	

Place: Bangalore
Dated: February 3, 2010





SECRECY

Secrecy:

161. Every Director, Managing Director, Auditor, Secretary, Trustee, Officer, Employee, Agent, Accountant or other person employed in or about the business of the Company shall observe strict secrecy respecting all transactions of the Company with the customers and other persons and the state of accounts with individuals and in matters relating thereto, and shall not reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by a court of law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles or the Act.

Right of Member to Information:

162. No Member or other person (not being a Director) except to the extent permitted by the Act or these Articles, shall be entitled to enter upon the property of the Company or to inspect or examine the records of the Company without the permission of the Board or to require discovery of or any information respecting any matter relating to the business of the Company or any matter which is or may be in the nature of a trade or business secret or any other matter relating to the conduct of the affairs of the Company which, in the opinion of the Board, would not be in the interest of the Company to communicate.

INDEMNITY

Indemnity:

163. Subject to the provisions of section 201 of the Act, every Director, Manager, Officer, Servant and any person employed by the Company shall be indemnified out of the funds of the Company and it shall be the duty of the Directors to pay out of the funds of the Company all costs, losses and expenses which any such Director, Manager, Officer, Servant or Employee may incur or become liable to by reason of any contract entered into or in any way in the discharge of his duties, including expenses and in particular and so as not to limit the generality of the foregoing provisions against all liabilities incurred by him as such Director, Manager, Officer or Employee in defending any proceedings whether civil or criminal in which judgment is given in his favour or he is acquitted or in connection with application under the section 633 of the Act in which relief is granted by the court.





Company to furnish copies of documents:

158. The Company shall send to every Member at his request and on payment of the prescribed amount, copies of the Memorandum of Association of the Company and other documents referred to in Section 39 of the Act within seven days of such request.

Authentication of documents:

159. Except as otherwise expressly provided in the Act or these Articles, documents or proceedings requiring authentication by the Company may be signed by a Director, the Secretary or other Authorised Officer of the Company and need not be under its Seal.

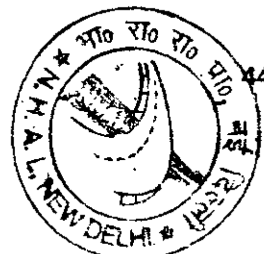
WINDING-UP

Distribution of Assets:

160 (1) Subject to the provisions of the Act, if the Company be wound up and the Assets available for distribution among the Members be insufficient to repay the whole of the paid up capital, such Assets shall be distributed in such a way that the losses may be borne as nearly as possible by the Members in proportion to the capital paid up at the Commencement of the winding up on the shares held by them respectively. If in a winding up of the assets available for distribution among the Members be more than sufficient to repay the whole of the paid up capital at the Commencement of the winding up, the excess shall be distributed amongst the Members in proportion to the capital paid up at the Commencement of the winding up. But this Article shall in no way affect the rights of the holders of shares issued upon special terms and conditions.

(2) If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a Special Resolution and any other sanction required by the Act, divide amongst the contributors, in specie, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not. The liquidators may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributors as the liquidators shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.





appears on every Member resident in India who has no registered address in India and who has not supplied to the Company an address for the giving of notices to him. Any Member resident in India who no registered address in India shall, if so required to do by the Company supply the Company with an address in India for giving of notices to him.

Notice to Joint Holders:

155. A notice may be given by the Company to the Joint Holders of a share by giving the notice to the joint holder whose name first appears in the Register in respect of shares.

Registers to be maintained by the Company:

156. The Company shall maintain the following Registers:

(i) Register of Charges pursuant to section 143 of the Act;

(ii) Register of Debenture Holders pursuant to Section 152 and whenever the Company has more than fifty debenture holders, an Index of Debenture Holders pursuant to section 15(2) of the Act;

(iii) Register of Contracts and Arrangements (in which directors are interested) pursuant to section 301 of the Act;

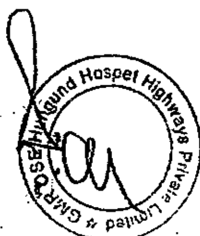
(iv) Register of Directors shareholdings pursuant to section 307 of the Act;

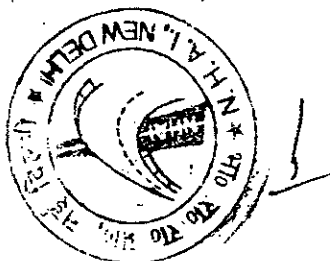
(v) Register of Investments not held by the Company in its own name, pursuant to section 49(7) of the Act; and

(vi) Register of Renewed and Duplicate Certificates pursuant to Rule 7(2) of the Companies (issue of Share Certificates) Rules, 1960.

Inspection of Registers, etc:

157. Where under the Act any person, whether a Member of the Company or not, is entitled to inspect any Register, return, certificate, deed, instrument or document kept or maintained by the Company, the person so entitled shall have the right to inspect the same during such business hours as may, subject to the provisions of the Act in that behalf, be determined by the Board or the Company in General Meeting, and the Company shall comply with the provisions of the Act regarding the supply of copies of any register, return, certificate, deed, instrument or other document.





Reserves, the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates, fix the value for distribution of any specific assets, make cash payments to any Members on the basis of the value so fixed or provide that fractions of less value than One Rupee may be disregarded in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may be deemed expedient by the Board. The Company shall file a proper contract as may be required under Section 75 (1) (b) of the Act and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund.

NOTICES AND DOCUMENTS

Notices to Members:

153 (1) A notice or other document may be given by the Company to any Member by sending it by Registered Post or recognised courier delivery to the address of such Member as last provided to the Company for such purpose.

(2)Where a notice or document is sent by post to an address in India service thereof shall be deemed to have been effected by properly addressing and sending a letter postage prepaid containing the notice or document except as otherwise provided in section 53(2) (a) of the Act. In the case of a notice of meeting service shall be deemed to have been effected at the expiration of forty-eight hours after the letter containing the same is posted, and in any other case on the expiry of three days after the letter is posted.

(3)Where a notice or other document is sent to an address outside India service thereof shall be deemed to have been effected on the expiry of seven days after the letter containing the same is posted.

(4)any document or notice to be served or given by the Company may be signed by the Secretary or a Director or some person duly authorised by the Board.

(5)Notices to the Company shall be sent to the Company's Registered Office.

Notice by Advertisement:

154. A notice or other document advertised in a newspaper circulating in the neighbourhood of the Registered Office of the Company shall be deemed to be duly served on the day on which the advertisement





cheque or warrant sent through the post to the registered address of the holder or in the case of joint holders, to the registered address of the holder who is first named in the Register and every cheque or warrant shall be made payable to the order of the person to whom it is sent or shall be credited to the Bank Account of the holder in case the holders so desires and has requested the Company to do so in writing.

Unclaimed dividends:

150. Where dividends declared by the Company have not been paid or the warrants in respect thereof have not been posted within forty-two days from the date of the declaration to any shareholder entitled to the payment of the dividend the Company shall, within seven days from the date of expiry of the said period of forty-two days transfer the amount of dividend which remains unpaid or in relation to which no dividend warrants have been posited within the said period of forty-two days to a special account called the "Unpaid Dividend Account of - - - - PRIVATE LIMITED to be opened by the Company in that behalf in any Scheduled Bank according to the provisions of section 205 A of the Act.

CAPITALISATION OF PROFITS

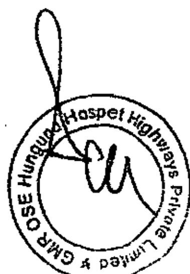
Capitalisation of Profits:

151. (1)Any General Meeting may, upon the recommendation of the Board, resolve that any amount for the time being standing to the credit of any Fund or any Capital Redemption Reserve Account or otherwise available for distribution as dividends (including any profits arising from the sale of the assets of the Company or representing premium received on the issue of shares and standing to the credit of the Share Premium Account) shall be capitalized and distributed amongst the Members who would have been entitled to receive the same if distributed by way of dividend and in the same proportion.

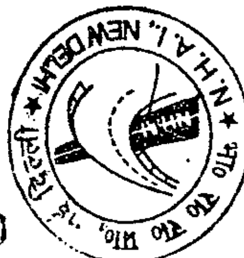
(2)All or any part of such capitalized fund shall be applied, on behalf of such shareholders, in paying up in full either at par or at such premium as the resolution may provide, any unissued shares of the Company or towards payment of any amounts for the time being unpaid on any shares or debentures held by such Members in full satisfaction of their interest in the said capitalised sum.

Fractional certificates:

152. For the purpose or giving effect to any resolution for the capitalisation of



780



143. No dividend shall be payable except in cash provided that nothing contained in this Article shall be deemed to prohibit the capitalisation of profits or reserves of the Company for the purposes of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on any shares held by the Members of the Company.

Capital paid Up in advance not to earn dividend:

144. Where Capital is paid in advance of calls the same may carry interest, but such Capital while carrying interest shall not confer a right to participate in profits.

Retention of dividends:

145. The Board may retain the dividends or other monies payable upon shares in respect of which any person is under Article 52 hereof entitled to become a Member to transfer the shares until such person shall become a Member in respect of such shares or shall duly transfer the same.

Restrictions on payment of dividends:

146. No Member shall be entitled to receive payment of any interest or dividend in respect of his share of shares, while any money may be due of owing from him to the Company in respect of such share or shares or otherwise either alone or jointly with any other person or persons and the Board may deduct from the dividend payable to any Member all sums of money presently payable to the Company on account of calls or otherwise in relation to the shares of the Company.

No right to dividends:

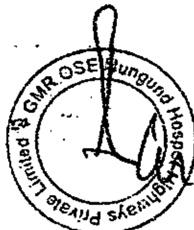
147. A transfer of shares shall not confer the right to any dividend declared thereon before the registration of the transfer.

Dividend to Joint Holders:

148. Any one of several persons who are registered as the Joint Holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

Dividend warrant.

149. Any dividend payable in cash in respect of a share may be paid by





Company.

Account when conclusive:

138. Every Balance Sheet and Profit and Loss Account, when audited and approved by a General Meeting shall be conclusive except with respect to any error discovered therein within three months after the approval thereof. Where any error is discovered within the said period the account shall forthwith be corrected and thereafter shall be conclusive.

DIVIDENDS

Dividends in proportion to amount paid up:

139. Dividends shall be declared in accordance with the provisions of the Act The Profits of the Company shall subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions of these Articles, be divisible among the Members in proportion to the amount of capital paid up or credited as paid up with respect to the shares held by them. Where a dividend has been so declared the warrant in respect thereof shall be posted within forty-two days from the date of declaration to the shareholder entitled thereto.

Dividends to be paid only out of profits:

140. No dividend shall be declared or paid except out of the Profits of the Company determined in accordance with the provisions of section 205 of the Act or out of monies provided by the Central or a State Government for the payment of the dividend in pursuance of any guarantee given by such Government and no dividends shall carry interest as against the Company.

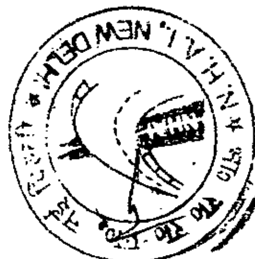
Declaration of dividend:

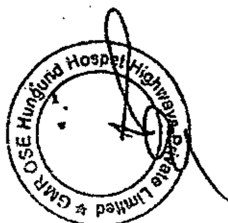
141. The Company in General Meeting may declare dividends to be paid to Members but no dividend shall exceed the amount recommended by the Board.

Interim dividend:

142. The Board may from time to time pay to the Members interim dividends as appear to the Board to be justified by the Profits of the Company.

Dividends to be paid in cash:





AUDIT

Annual Audit:

132 (1)The books of account of the Company shall be examined and the correctness of the Balance Sheet and Profit and Loss Account determined by the Auditors at least once every year.

(2)Where the Company has a branch office, the accounts of the branch office shall be audited in accordance with section 228 of the Act.

Copies of Balance Sheet to be filed:

133. The Company shall comply with the provisions of the Act as to filing copies of the Balance Sheet, Profit and Loss Account and documents required to be annexed or attached thereto with the Registrar of Companies.

Appointment of Auditors:

134. The Company shall at each Annual General Meeting by Ordinary Resolution appoint or re-appoint Chartered Accountant/s as the Auditors of the Company and they shall hold office from the conclusion of the Annual General Meeting in which they are appointed till the conclusion of the next Annual General Meeting of the Company.

Rights of Auditors:

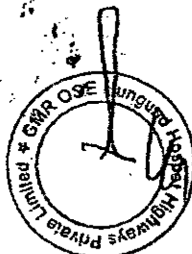
135. Every Auditor of the Company shall have a right of access at all times to the books and vouchers of the Company and shall be entitled to obtain from the Directors and Officers of the Company such information as may be necessary for the performance of the duties of the Auditors.

Rights to attend General Meetings:

136. The Auditors shall be entitled to receive all notices and communications relating to General Meetings of the Company in accordance with section 231 of the Act; and the Auditor shall be entitled to attend any General meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.

Auditor's Report:

137. The Auditor's report shall be read before the Company in General Meeting and shall be open to inspection by any Member of the





777

Location of books :

127. The books of account and other books and papers shall be kept at the Office or at such other place in India as the Directors think fit and shall be open to inspection by any Director during business hours.

Inspection of books by members:

128 (1) The Board may from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them may be open to the inspection of Members not being directors.

(2) No Member (not being a director) shall have any right to inspect any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in General Meeting.

Accounts to be laid before General Meeting:

129. The Board shall lay before each Annual General Meeting of the Company a Balance Sheet and Profit and Loss Account made up in accordance with the provisions of section 210 of the Act and such Balance Sheet and Profit and Loss Account shall comply with the requirements of Sections 210,211,212, 213, 214, 215 and 216 of and Schedule VI to the Act so far as they are applicable to the Company but save as aforesaid, the Board shall not be bound to disclose greater details of the result or extent of the trading and transactions of the Company than it may deem expedient.

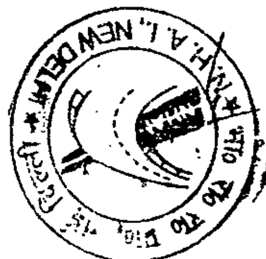
Report of the Directors:

130. There shall be attached to every Balance Sheet laid before the Company in General Meeting a report of the Board in accordance with section 217 of the Act.

Copies of Balance Sheets:

131. A copy of every Balance Sheet including the Profit and Loss Account the Auditor's Report and every document required by law to be annexed or attached to the Balance Sheet shall be sent, as provided by section 219 of the Act, to every such Member or debenture holder.





from time to time, appoint (and at their discretion remove) an individual who is a member of the Institute of Company Secretaries of India or who possesses the qualifications prescribed under the Act, as Secretary of the Company, who shall perform such functions which by the Act or these Articles are to be performed by the Secretary and shall perform such other ministerial and administrative duties which may be assigned by the Board.

THE SEAL

The Seal:

124(1)The Board shall provide for the safe custody of the Common Seal. The Common Seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least one Director or Managing Director or such other person as the Board/Committee of the Board may appoint for the purpose and such director or Managing Director or such other person authorized so, shall sign every instrument to which the seal shall be affixed in his presence. Such signature shall be conclusive evidence of the fact that the seal has been properly affixed. Provided that the certificates of shares or debentures shall be sealed in the manner and in conformity with the provisions of the Companies (Issue of Share Certificate) Rules, 1960 or any statutory modification thereof for the time being in force.

(2) Subject to section 50 of the act, the Board may also provide an official Seal for use in any district territory or place outside India. An official Seal of the Company with the addition on its face of the name of the territory, district or place where it is proposed to be used.

ANNUAL RETURNS

Annual Returns:

125. The Company shall make the requisite annual returns in accordance with sections 159 and 161 of the Act.

ACCOUNTS

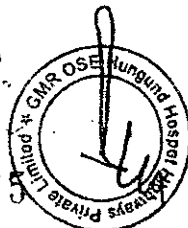
Books and Accounts:

126 The Directors shall cause to be kept in accordance with Section 209 of the Act proper books of account with respect to:

(i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

(ii) all sales and purchases of goods by the Company; and

(iii) the Assets and Liabilities of the Company.





time and on such terms and conditions as the Board thinks fit and may, from time to time (subject to the provisions of any contract between him and the Company), remove or dismiss him from office and appoint another in his place.

(2) Subject to Article 121(1) and the provisions of any contract between the Managing Director and the Company, the Managing Director shall be subject to the same provisions with respect of resignation and removal as the other directors of the Company and he shall ipso facto and immediately cease to be Managing Director if he ceases to hold the office of Director for any cause.

Remuneration of Managing Director:

121. The remuneration of a Managing Director shall from time to time be fixed by the Board and may be by fixed salary or commission or participation in the profits of the Company, or partly in one mode and partly in the other.

Powers of Managing Director:

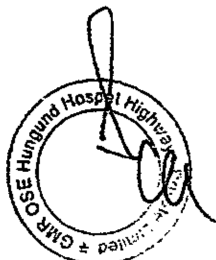
122(1) Subject to the provisions of the Act, if applicable, and subject to the superintendence, control and directions of the Board of Directors, the day-to- day management of the Company shall be in the hands of the Managing Director. The Board may, from time to time, entrust to and confer upon the Managing Director or Managing Directors for the time being such of the powers exercisable by the Directors under these Articles as they may think fit to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think fit, and they may confer such powers, either collaterally with or to the exclusion of, and in substitution for all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

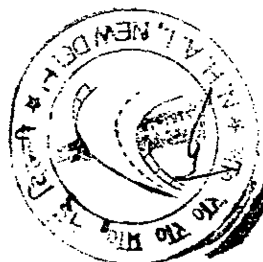
(2) The Managing Director shall not be entitled to make calls on Members in respect of sums unpaid on their shares in the Company or to issue debentures, and except as authorised by section 292 of the Act and a resolution passed at a meeting of the Board, a Managing Director shall not be entitled to borrow monies, invest funds of the Company or make loans.

SECRETARY

Secretary:

123. Subject to the provisions of section 383 A of the Act, the Board may





other than their power to make calls or to make loans or borrow monies; and such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed, and may annul or vary any such delegation;

(xvii) By Power of Attorney and under the Seal of the Company, to appoint, from time to time, any person or persons to be the Attorney or Attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these Articles and excluding the power to make calls and excluding also, except in their limits authorized by the Boar, the power to make loans and borrow moneys) and for such period and subject to such conditions as the board may think fit, and any such appointment may be made in favor of the Members or in favor of any company or the Shareholders, Directors, Nominees or Managers of any Company or Firm or otherwise, and any such Power of Attorney may contain such provisions for the protection or convenience of persons dealing with such Attorneys as the Board may think fit and may contain powers enabling such Attorneys to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.

(xviii) Subject to the provisions of sections 294 and 297 of the Act, for or in relation to any of the matters aforesaid or otherwise for purposes of the Company, to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.

Cheques promissory notes, etc.:

119. All cheques, promissory notes, drafts, hundies, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person and in such manner as the Board shall, from time to time by resolution determine.

MANAGING DIRECTOR

Power to appoint Managing Director:

120. (1) Subject to the provisions of the Act, the Board shall have the power to appoint, from time to time, one of its directors to be the managing director of the Company for a term not exceeding five (5) years at a





incur any personal liability whether as principal or surety for the benefit of the Company, such mortgages of the Company's property (present and future) as they may think fit;

(xii) To determine, from time to time, the persons who shall be entitled to sign on behalf of the Company cheques, promissory notes drafts, bills of exchange, dividend warrants, releases, contracts and documents and to confer the necessary authority for such purpose;

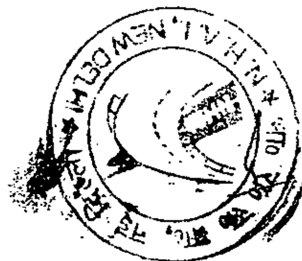
(xiii) Before recommending any dividend to set aside, out of the profits of the Company such sums as they may think proper for Depreciation or to Depreciation Fund or to a Reserve Fund or any special fund to meet contingencies or for repairing, improving, extending and maintaining any property of the Company and for such other purposes as the Board may, in their absolute discretion, think conductive to the interest of the Company, and subject to section 292 of the Act, to invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than shares of the Company), as they may think fit, and from time to time, to deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, in such manner and for such purposes as the board may in its absolute discretion think fit;

(xiv) To pay bonus to the employees of the Company and to compensate and give to any officer or other person employed by the Company, a commission in respect of the profits of the Company or the profits of any particular business or transaction;

(xv) To appoint and at their discretion, remove or suspend such General Managers, Managers, Secretaries, Assistants, Supervisors, Scientists, Technicians, Engineers, Consultants, Labourers, Clerks, Agents and Servants from permanent or special services, as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments or remuneration and to require security in such instances and to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit;

(xvi) Subject to the provisions of the Act, from time to time and at any time to delegate to any person so appointed, any of the powers, authorities and discretion for the time being vested in the Board,





any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled Capital;

(v) To secure the fulfillment of any contract or commitment entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled Capital for the time being or in such manner as they may think fit;

(vi) To accept from any Member, so far as may be permissible by law, surrender of his shares or any part thereof, on such terms and conditions as shall be agreed;

(vii) To appoint any person to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be required in relation to any such trusts and to provide for the remuneration of such trustee or trustees;

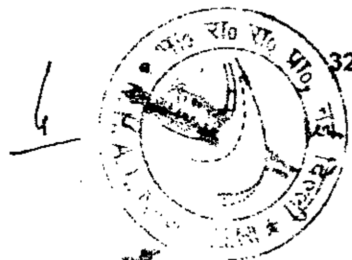
(viii) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company and to refer any differences to arbitration either according to Indian law or according to any foreign law and either in India or abroad, and observe, perform or challenge any award made thereon;

(ix) To make and give receipts, releases and other discharges for monies payable to the Company and for the claims and demands of the Company;

(x) Subject to the provisions of section 292 of the Act, to invest and deal with any monies of the Company not immediately required for the purposes thereof upon such security (not being shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realize such investment, except as provided in section 49 of the Act, all investments shall be made and held in the Company's own name;

(xi) To execute in the name and on behalf of the Company in favor of any director or other person who may incur or be about to





(iv) The names of Directors, if any, dissenting from, or not concurring in, any resolution passed at a meeting of the Board or Committee of the Board.

(2) Minutes of any meeting of the Board or Committee thereof, when kept in accordance with the provisions of section 193 of the Act, shall be evidence of the proceedings recorded in such minutes.

POWER OF THE BOARD

General Power vested in Board:

118 (1) The control of the Company shall be vested in the Board which shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorized to exercise and do which are not by these Articles or by the Act or by the Memorandum of Association of the Company or otherwise to be exercised or done by the company in General Meeting. The Board shall, however, exercise, its powers subject to the provisions of the Act, the Memorandum of Association of the Company and these Articles and any regulations not inconsistent therewith and duly made thereunder by the Company and these Articles and any regulation not inconsistent therewith and duly made thereunder by the Company in General meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

(2.) Without in any way limiting the general powers conferred on the directors by this Article 118, but subject to the restrictions contained in these Articles, the directors shall have the following powers:

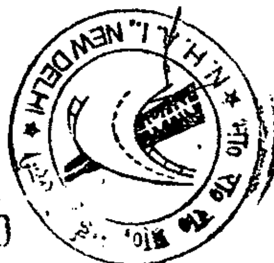
(i) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company;

(ii) Subject to provisions of the Act, to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at or for such price and generally on such terms and conditions as they may think fit;

(iii) To sell, lease or otherwise dispose of any of the properties or undertakings of the Company;

(iv) Subject to the provisions of the Act, to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partly in cash or in shares, bonds, debentures, mortgages or other securities of the Company and





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Decisions at Board Meetings:

114. Questions arising at a meeting of the Board or a Committee thereof shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote.

Resolution by circulation:

115. Subject to Section 292 of the Act, a resolution passed by circulation shall have the same effect as if approved at a meeting of the Board. No resolution shall be deemed to have been duly passed by the Board by circulation unless the resolution has been circulated in draft together with the necessary papers if any or all the Directors and/or Alternate Directors, and has been approved by a majority of the Directors who are entitled to vote on the resolution.

Acts of Directors valid notwithstanding defective appointment:

116. All acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or Committee or person acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them was terminated by virtue of any provisions contained in the Act or in these Articles be as valid as if every such person had been duly appointed and was qualified to be a Director and had not vacated office or his appointment had not been terminated Provided that nothing in this Article 116 shall be deemed to give validity to acts done by a director after his appointment has been shown to the Company to be invalid or to have terminated.

Minutes of Board Meetings:

117 (1) The Board shall cause minutes to be kept of every meeting of the Board or Committee of the Board in accordance with section 193 of the Act. The minutes shall contain.

(i) The name of the Directors present at such meetings of the Board and of any Committee of the Board.

(ii) Particulars of all orders made by the Board and Committees of the Board.

(iii) Particulars of all resolutions and proceedings of meetings of the Board of Directors and Committees of the Board and





Quorum:

109. Subject to Section 287 of the Act, the quorum for a meeting of the Board shall be one-third of the total number of directors (excluding Directors, if any, whose places may be vacant at the time and any fraction contained in that one-third being rounded off as one) or two Directors, whichever is higher. If a meeting of the Board cannot be held for want of a quorum, then the meeting shall stand adjourned to such day, time and place as the Chairman of the Board shall determine.

Chairman:

110. The Company shall have the right to appoint the Chairman of the Board. If at any meeting of the Board the Chairman is not present within thirty (30) minutes of the time appointed for holding the meeting, the Directors present may choose one of their numbers to be Chairman of such meeting.

Directors may appoint Committees:

111. Subject to the restrictions contained in Section 292 of the Act, the Board may delegate any of its powers to Committees of the Board consisting of such members of its body as it thinks fit and it may, from time to time, revoke and discharge any such Committee of the Board either wholly or in part, and either as to persons or purposes but every committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee of the Board is conformity with such regulations and in fulfillment of the purpose of their appointment shall have the life force and effect as if done by the Board.

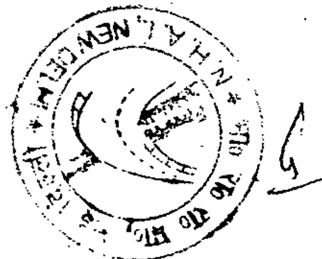
Meetings of Committees:

112. The meetings and proceedings of any such Committee of the Board shall be governed by the provisions herein contained for regulating the meetings and proceedings of the directors so far as the same are applicable thereto and any additional regulations made by the directors, which are not inconsistent with these Articles.

Board's power at meeting:

113. A meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion which by or under the Act or the Articles are, or is, for the time being, vested in or exercisable by the directors.





longer than that permissible to the Original Director in whose place he has been appointed and shall automatically vacate office if and when the Original Director returns to the state in which the meetings of the Board are ordinarily held. If the term of office of the Original Director expires before he returns to the said state, any provision in these Articles or the Act for the automatic reappointment of a returning Director shall apply to the Original Director and not to the Alternate Director.

Appointment of Directors:

105. Subject to the provisions of the Act and Article 93 of these Articles, the Board shall have the power, from time to time, to appoint an individual as a Director. Provided that the number of directors shall not exceed the maximum strength of the Board fixed by Article 91 of these Articles.

Removal of Directors:

106. The Company, may subject to the provisions of the Act and these Articles, remove any Director before the expiration of his term of office. The General Meeting, at which any such Director is removed, may appoint a person in his place for the remainder of the term of the Director who has been so removed, provided always that such removal and appointment is subject to Article 93 of these Articles.

Notice of candidature of Director:

107. An individual shall not be eligible for election as a Director unless he or some other Member intending to propose him gives notice in writing to the Company.

PROCEEDINGS OF THE BOARD OF DIRECTORS

Meetings of Directors:

108. (1) The Board shall meet at least once in every three (3) months, and at least four (4) such meetings shall be held in every year. The Directors may adjourn and otherwise regulate their meetings as they deem fit. Any Director may request the Secretary to summon a meeting of the Directors.

(2) Notice of every meeting of the Board shall be given to every Director of the Company, including Alternate Directors, if any.





shareholder or otherwise; and subject to the provisions of section 314 of the Act, no such Director shall be accountable for any benefits received as a director of shareholder of such Company.

Vacation of office:

103. The office of a director shall become vacant if,

(i) He is found to be of un-sound mind by a court of competent jurisdiction.

(ii) He applies to be adjudicated as insolvent.

(iii) He is adjudged an insolvent

(iv) He is convicted by a court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months

(iv) He fails to pay any call in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the last date fixed for payment of the call unless the Central Government has, by notification in the Official Gazette, removed the disqualification incurred by such failure;

(vi) He absents himself from three consecutive meetings of the Board of directors, or from all meetings of the Board for a continuous period of three months, whichever is longer, without obtaining leave of absence from the Board, which leave shall be granted upon request by a director.

(vii) He acts in contravention of Section 299

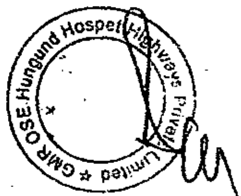
(viii) He becomes disqualified by an order of court under section 203

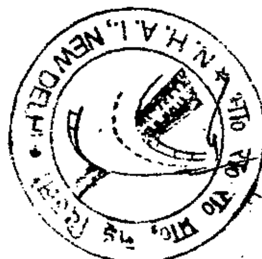
(ix) He is removed in pursuance of Article 106 of these Articles or

(x) Having been appointed as a director by virtue of his holding any office or other employment in the Company he ceases to hold such office or other employment in the Company.

Appointment of Alternate Director:

104 (1) The Board of Directors of the Company may appoint an Alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from the State in which the meetings of the Board are ordinarily held. Such appointee, while he holds office as an Alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat. An Alternate Director shall not hold office as such for a period





ordinarily held and who shall come to such place for the purpose of attending a meeting of the Board or a Committee thereof, such sum as the Board may consider reasonable for traveling, hotel and other expenses.

Remuneration for extra services:

98. If any director shall be called upon to perform extra services or to make any special exertions or efforts for any of the purposes of the Company or in giving special attention to the business of the Company, which expressions shall include work done as a Member of a Committee of the Board, the Board may, subject to the provisions of the Act, remunerate the director so doing, either by a fixed sum or otherwise; and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.

Positions of profit under the Company:

99. No director or other person referred to in Section 314 of the Act shall hold an office or position of profit under the Company except as permitted by that section.

Contracts between the Directors and the Company:

100. Subject to the provisions of section 297 of the Act, a Director shall not be disqualified from contracting with the Company either as Vendor, purchaser or otherwise for goods, materials and services or for underwriting the subscription of any shares in or debentures of the Company; nor shall any such contract or arrangement entered into by or on behalf of the Company with a relative of such director, or a firm in which such director is a member or director, be avoided; nor shall any director so contracting be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such director holding office or of the fiduciary relationship thereby established.

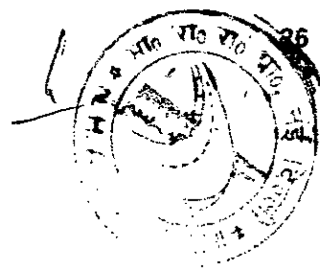
Disclosure of Director's Interest:

101. Every Director, who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement entered into, by or on behalf of the Company, shall disclose the name of his concern or interest at a meeting of the Board as required by section 299 of the Act.

Directors may become Directors of other Companies:

102. A director may become a director of any company promoted by this Company, or in which this Company may be interested as a promoter,

GMR OSE Hungund Hospet Highways Private Limited



First Directors:

92. The first directors of the company shall be:

1. **Mr. SANTHANA KRISHNAN DURAISWAMY RAMAKRISHNAN**
2. **Mr. BHASKAR ANAND RAO**

Appointment of Directors:

93. (a) The Board shall have power to co-opt one ore more persons to be Directors of the Company provided however that the total number of directors shall not exceed the maximum prescribed by the articles.

(b) The First Directors shall be Permanent Directors of the Company. None of the Directors is liable to retire by rotation.

Nominee Directors:

94. The lending financial institutions will have power to nominate Directors on the Board of the Company.

Casual Vacancies:

95. Subject to Article 93 any casual vacancy occurring in the office of a director may be filled according to the provisions of Section 262 of the Act.

Share Qualification:

96. A director shall not be required to hold any shares in the capital of the Company to qualify him for office.

Director's fees etc.:

97. Each director other than a Managing Director or Whole-Time Director shall be entitled to receive out of the funds of the Company for his services, such amount as may be fixed, from time to time by the Board for each meeting of the Board or Committee thereof attended by him. In addition to this, the Board may subject to the Act, allow and pay to any director who is not a resident of the place where the Registered Office of the Company is situated or where the meeting of the Board is





is given, provided that no intimation in writing of the death, revocation, or transfer shall have been received at the Office of the Company before the commencement of the meeting at which the proxy is used or vote is given.

Inspection of proxies:

87. Every Member entitled to vote at a meeting of the Company on any resolution to be moved thereat, shall be entitled during the period beginning twenty-four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than three days notice in writing of the intention to inspect the proxies is given to the Company.

Restriction on voting:

88. No Member shall be entitled to vote on any resolution either personally or by proxy at any General Meeting or be reckoned in a quorum where any call or other sum in respect of shares of such Member is due and payable to the Company or in respect to any shares in which the Company exercises any lien.

Objections regarding validity of votes:

89. No objection shall be made as to the validity of any vote on a show of hands or on a poll except at the meeting at which such vote is tendered, and every vote, whether given personally or by proxy not disallowed at such meeting, shall be deemed valid for all purposes.

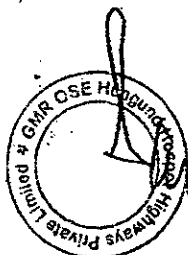
Determination by Chairman to be conclusive:

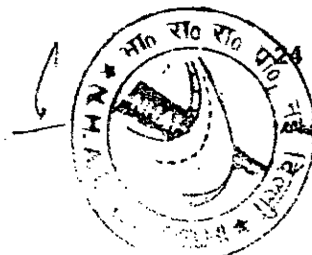
90. The Chairman of a Meeting shall be the sole judge of the validity of every vote tendered on a show of hands or on poll. The Chairman shall forthwith determine the same and such determination made in good faith shall be final and conclusive.

DIRECTORS

Number of Directors:

91. The number of Directors (excluding alternate directors) shall not be less than two (2) nor more than twelve (12) including all kinds of Directors.





Votes by joint holders:

82. Where there are joint registered holders of any given share any one of such persons may vote at any meeting either personally or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting, personally or by proxy, that one of the said persons so present whose name stands first in the Register in respect of such share shall alone be entitled to vote or speak in respect thereof.

Votes by proxy:

83. On a poll, votes may be given either personally or by proxy. Or, in the case of a Member Company by a representative duly authorized as aforesaid. Every notice convening a meeting of the Company shall state that a Member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a Member of the Company.

Instrument appointing a proxy:

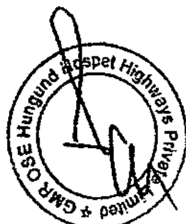
84. Subject to the provisions of the Act, the instrument appointing a proxy shall be in writing under the hand of the appointed or of his Attorney duly authorized in writing, or if such appointed is a corporation, under its common seal of the hand of its officer or an attorney duly authorized by it. A person may be appointed a proxy though he is not a member of the Company. A proxy appointed, as aforesaid, shall not have any right to speak at any meeting.

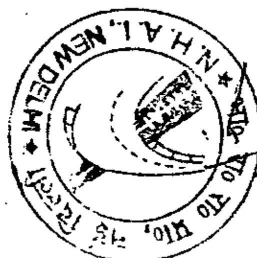
Instrument to be deposited at the Office:

85. The instrument appointing a proxy and the Power of Attorney or other authority under which it is signed or a notary certified copy of that Power of Authority shall be deposited at the Office not less than forty-eight hours before the time of holding the meeting at which the person named in the instrument proposes to vote. The proxy shall be in the form set out in Schedule IX to the Act.

Votes valid though authority:

86. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of the appointed, or revocation of the proxy, or any power or authority under which such proxy is signed or a transfer of the shares in respect of which the vote





No right to vote unless calls are paid up:

78. No Member shall be entitled to vote, either personally or by proxy, at any General Meeting of Meeting of a class of shareholders, either upon a show of hand or upon a poll in respect of any shares registered in his name on which any calls or other sums, then due and payable by him, have not been paid or in regard to which the Company has and has exercised any right of lien.

Voting rights:

79. (1) Save as hereinafter provided, on a show of hands every Member present in person and being a holder of equity shares, shall have one vote on every resolution or question placed before the meeting and on a poll his voting rights shall be in proportion to his share of the paid-up equity capital of the Company.

(2) Every Member of the Company holding any Preference Share Capital shall not be entitled to vote at General Meeting of the Company except as provided by Section 87(2) of the Act.

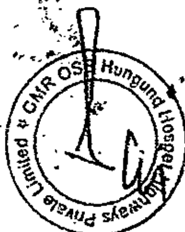
(3) Where the Company accepts from any Member all or any part of the money due in respect of the shares held by him beyond the sums actually called for, the Member shall not be entitled to any voting rights in respect of the monies so paid by him.

Votes by Member Companies:

80. Any Company or body corporate which is a Member of the Company (hereinafter referred to as a Member Company) shall be entitled through a resolution of its Board of Directors; to authorize such person as it thinks fit to act as its representative at any meeting of the Company held in pursuance of the Act. A representative duly appointed and authorized as aforesaid shall be entitled to exercise the same rights and powers including the right to vote by proxy, which such Member Company could exercise if it were an individual Member of the Company.

Votes in respect of shares of deceased and bankrupt Members:

81. Any person entitled to transfer any shares by virtue of Articles 52 of these Articles may vote at a General Meeting in respect thereof in the same manner as if he were the registered holder of such shares. Provided that at least forty-eight hours before the time of holding the meeting at which he proposes to vote he satisfies the Directors or any person authorized by the Directors in that behalf of his right to such shares and furnishes such indemnity as the Directors may require.





Notice of Adjourned Meeting:

73. If a General Meeting is adjourned for thirty (30) days or more notice of the adjourned meeting shall be given as in the case of an original meeting.

Passing of resolutions:

74. Any act or resolution, which under these Articles or the Act is permitted or required to be done or passed by the Company in General Meeting shall be sufficiently done or passed if effected by an Ordinary Resolution as defined in Section 189 (1) of the Act, unless either the Act or the Articles specifically require such act or resolution to be done or passed by Special Resolution as defined in Section 189(2) of the Act.

Resolutions passed at adjourned meetings:

75. Where a resolution is passed at an adjourned meeting of the Company or by the holders of any class of shares in the Company, the resolution shall, for all purposes, be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.

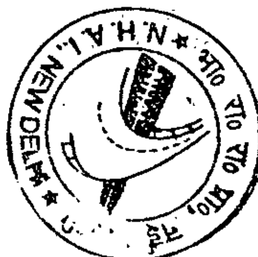
Minutes of General Meetings and inspection of Minute Book:

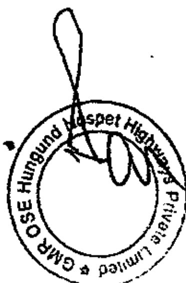
76. The Company shall cause minutes of all proceedings of General Meetings to be entered in a Minute Book, and the minutes shall contain and include the matters specified in Section 193 of the Act. No report of the proceedings of any General Meeting of the Company shall be circulated or advertised at the expense of the Company unless it contains the matters required by Section 193 of the Act. The Minute Book shall be kept at the Office and shall be open to inspection of any Member, without charge as provided in Section 196 of the Act and the Members shall be furnished with a copy of any Minutes in accordance with the provisions of that Section.

VOTES OF MEMBERS

Votes by Members:

77. Subject to the provisions of the Act, votes may be given by Members either personally or by proxy or in the case of a Member Company or body corporate, by a representative duly appointed under Section 187 of the Act and Articles 80 of these Articles.





Demand for Poll:

69. Before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf, by any Member having the right to vote on the resolution and present in person or by proxy. Provided that in case the Company becomes a Public Company, the demand for poll shall be in accordance with Section 179(1) of the Act.

Taking of Poll:

70 (1) If a poll is demanded on a question of adjournment or election of a Chairman, the poll shall be taken forthwith. A poll demanded on any other question shall be taken at such time, not being later than forty-eight hours from the time when the demand was made, and in such manner and at such place as the Chairman of the meeting may direct.

(2)The demand for a poll shall not prevent the continuance of a meeting or the transaction of any business other than the question on which a poll has been demanded.

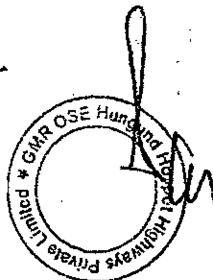
(3)Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutinizers to scrutinize the votes given on the poll and to report thereon to him, at least one of whom shall be a Member (not being an officer or an employee of the Company) present at the meeting, provided that such Member is willing to scrutinize the votes.

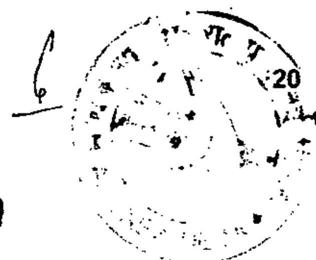
Right of Member to use his votes differently.

71. On a poll taken at a meeting of the Company, a Member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use or cast all his votes in the same way.

Power to adjourn General Meeting:

72. The Chairman, with the consent of the Members of any General Meeting, may adjourn the same, from time to time and from place to place in the city in which the office of the Company is situated. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.





Chairman:

65. The Chairman of the Board shall be entitled to take the chair at every General meeting, or, if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting or is unwilling to take the chair, the directors present may choose one of their number to be the Chairman and in default of their doing so, the Members present shall choose a director as Chairman and if no director be present, or if all the directors present decline to take the chair, then the Members present shall choose one of their Member to be the Chairman. No business shall be discussed at any General Meeting, except the election of a Chairman while the chair is vacant.

Meeting to be adjourned:

66. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall stand dissolved, but, in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting those Members who are personally present shall constitute a quorum and may transact the business for which the meeting was called.

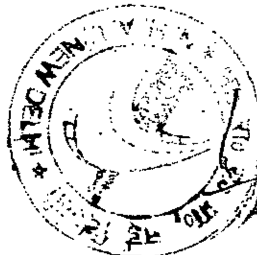
Votes by show of hands:

67. Every question submitted to a General Meeting shall be decided in the first instance by a show of hands. Members present personally or a representative of a Member Company or a Body Corporate appointed under the provisions of these Articles shall alone be entitled to vote on a show of hands.

Chairman's declaration to be conclusive:

68. A declaration by the Chairman that on a show of hands a resolution has or has not been carried, or has or has not been carried either unanimously or by a particular majority, and an entry is made to that effect in the Minute Book of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favor of or against such resolution.





the notice concerning the same. Any General Meeting other than the Annual General Meeting shall be called Extraordinary General Meeting.

Extraordinary General Meetings:

60. The Directors may, whenever they think fit, call an Extraordinary General Meeting at such time and at such place as they may determine.

Calling of Extraordinary General Meeting:

61. The Directors shall on the requisition of such number of Members as is specified in sub-section (4) of Section 169 of the Act, forthwith proceed to call an Extraordinary General Meeting of the Company, and the provisions of Section 169 of the Act shall apply to any such requisition or to any meeting called pursuant thereto.

Notice of General meetings:

62. (1)A General Meeting of the Company may be called by giving not less than Seven (07) days notice in writing. A General Meeting may be convened by giving shorter notice with the consent of the majority of the Members.

(2)Notice of every General Meeting shall be given to every Member, to any person entitled to a share in consequence of the death or insolvency of a Member, and to the Auditors for the time being of the Company in the manner provided for the giving of notice under these Articles.

Contents of Notice:

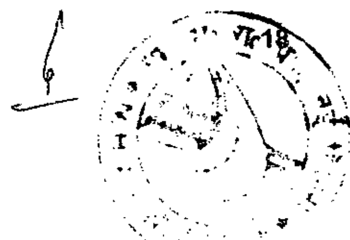
63. Every notice of a General Meeting shall specify the place, date and time of the Meeting and shall contain a statement of the business to be transacted thereat. An addition to the business to be transacted may be made at any time before the meeting by any Member if agreed to by all the Members.

PROCEEDINGS AT GENERAL MEETINGS

Quorum:

64. Two Members present in person shall be a quorum for a General Meeting. A representative of a Member Company or body corporate appointed in accordance with Article 80 shall be counted in determining a quorum. No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to transact business.





BORROWING POWERS

Power to borrow:

55. The Directors may from time to time at their discretion and subject to the provisions of the Act raise or borrow from any person and receive the payment of any sum of money borrowed for the purposed of the Company and may themselves 'lend the Company on any security or otherwise any sums of money or arrange to obtain banking credits or other banking facilities and may generally exercise all the powers of borrowing and raising the money vested in the Company by the Memorandum of Association.

Conditions for borrowing:

56. The Board may, by a resolution passed at the meeting of the Board, raise or secure the payment or repayment of any monies borrowed in such manner and upon such terms and conditions in all respects as they think fit, and, in particular by the issue of bonds, or debentures of the Company or any mortgage, charge or other security on all or any part of the undertaking or property of the Company (both present and future) including its uncalled capital for the time being.

Securities may be assigned free from Equities:

57. Debentures, Debenture Stock, Bonds or other securities of the Company may be made assigned free from any equities between the Company and the person to whom the same may be issued.

Issue of debentures at discount, etc.:

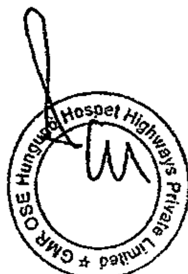
58. The Company may, by Special Resolution, issue any debentures (including debentures carrying the right of conversion into shares), debenture stock, bonds or other securities at a discount, premium or otherwise, and with any special privilege as to redemption, surrender, allotment of shares, appointment of directors, and otherwise as it may think fit.

GENERAL MEETINGS

Annual General Meetings:

59. The Company shall, in addition to any other meetings in each year, hold a General Meeting as its Annual General Meeting in accordance with the provisions of Section 166 of the Act, at such time and place as may be determined by the Board, and shall specify the meeting as such in





Member, not being one (1) of two (2) or more joint holders, shall be the only person recognized by the Company as having any title to the shares registered in the name of such Member, and the Company shall not be bound to recognize such executors, or administrators or holders of a Succession Certificate or the legal representative unless such executors or administrators or legal representatives shall have first obtained Probate or Letters of Administration or Succession Certificate, as the case may be, from a duly constituted Court in the Union of India, provided that in any case where the Board in its absolute discretion thinks fit, the Board may dispense with production of Probate or Letters of Administration or Succession Certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and register any person who claims to be absolutely entitled to the shares standing in the name of a deceased Member, as a Member.

Transmission of Shares:

52. Any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any Member or by any lawful means other than by a transfer in accordance with these Articles shall be required to transfer their shares in accordance with the provisions of these Articles.

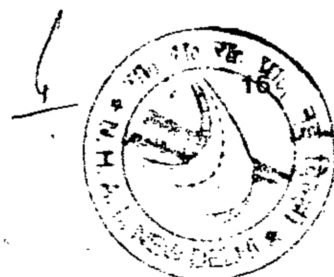
Right to receive dividends:

53. Subject to the right of the Board to retain such dividends or money as hereinafter provided, a person entitled to a share by transmission shall, be entitled to receive, and may give a discharge for any dividends or other monies payable in respect of the share.

Notice prohibiting registration of a transfer:

54. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares, made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest or notice prohibiting registration of such transfer, and the Company shall not be bound or required to give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting to do so although it may have been entered or referred to in any book of the Company.





Transfer Register:

48. The Company shall keep a "Register of Transfers" and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any Share.

Form of Transfer etc.:

49. (1) The instrument of transfer of any share shall be in writing in the prescribed form.

(2) No fee shall be payable to the Company in respect of the transfer or transmission of shares.

(3) Every instrument of transfer shall be executed both by the transferor and the transferee and attested and the transferor shall be deemed to remain the holder of such share until the name of the transferee shall have been entered in the Register of Members in respect thereof. Every instrument of transfer shall be presented to the Company duly stamped for registration accompanied by the certificate or certificates of the share or shares proposed to be transferred or such evidence as the Board may require to prove the title of the transferor, his right to transfer the shares and generally under and subject to such conditions and regulations as the Board may from time to time prescribe and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board.

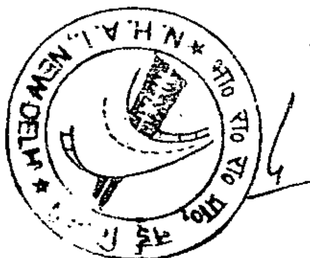
(4) No share shall under any circumstances be transferred to a minor, insolvent or person of unsound mind.

Death of joint holder of shares:

50. In case of the death of any one or more of the persons named in the Register of Members as the joint holders of any share, the survivor or survivors shall be the only persons recognized by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability in respect to the shares held by him jointly with any other person.

Title to Shares of Deceased Member:

51. The executors or administrators or holders of a Succession Certificate or the legal representatives in respect of the shares of a deceased

the nomination is varied or cancelled in the prescribed manner.

(iv) Where the nominee is a minor it shall be lawful for the holder of shares to make the nomination and to appoint , in the prescribed manner any person to become entitled to shares in the Company in the event of his death in the event of minority.

(v) Any person who becomes a nominee by virtue of the provisions of Section 109 A , upon the production of such evidence as may be required by the Board and subject as hereinafter provided, elect either –

a) To be registered himself as holder of the shares or
b) To make such transfer of the share as the deceased shareholder could have made.

(vi) If the person being a nominee, so becoming entitled, elects to be registered as holder of the share himself, he shall deliver or send to the Company a Notice in writing signed by him stating that he so elects and such notice shall be accompanied with a Death Certificate of the deceased share holder.

(vii) All the limitations, restrictions and provisions of this Act, relating to the right to transfer and registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death of the member had not occurred and the notice or transfer where a transfer signed by that share holder.

(viii) A person being a nominee, becoming entitled to a share by reason of the death of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered a member in respect of his share, be entitled in respect of it to exercise any right conferred by membership in relation to the meetings of the company.

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within 90 days, the Board may thereafter withhold payments of all dividends, bonus, or other monies payable in respect of the share, until the requirements of the notice have been complied with.

Board may refuse to register transfers:

47. Subject to the provisions of the Act, the Board may, at its discretion and without assigning any reason, decline to register any transfer of shares or transmission of shares, notwithstanding that the proposed transferee is already a Member.







Validity of sale:

45. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to the entered in the Register of Members in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the Register of Members in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and solely against the Company. Where any shares are sold according to the provisions herein contained and the certificate thereof has not been delivered to the Company by the former holder of said shares, the Board may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered.

TRANSFER AND TRANSMISSION OF SHARES

Non-Transferability of Shares / Nomination Facility:

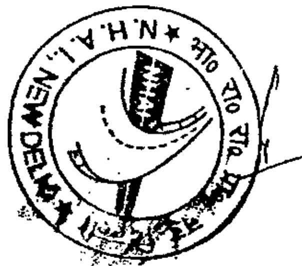
46. The shares in the Company shall not be sold, assigned or otherwise transferred, without first offering the shares to the existing Members / or to the Promoters. Provided however that nothing contained in this Article shall restrict the right of the existing Members to sell, transfer or assign all or any of their shares in the Company to a subsidiary or affiliate or associate or group Company or nominate the shares as prescribed below :

(i) Every holder of shares in the Company may, at any time, nominate, in the prescribed manner, a person to whom his shares in or debentures of the Company shall rest in the event of his death .

(ii) Where the shares in the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner a person to whom all the rights in the shares of the Company shall rest in the event of death of all the joint holders.

(iii) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in the Company, the nominee shall, on the death of the shareholder of the Company or as the case may be on the death of the joint holders become entitled to all the rights in the shares of the Company or as the case may be all the joint holders, in relation to such shares in the Company to the exclusion of all the other persons, unless





Company in respect of the forfeited share, and all other rights whatsoever incidental to the share, including, without limitation, any right to receive any monies paid in respect of such share.

Evidence of forfeiture:

42. A duly verified declaration in writing that the declarant is a Director or Secretary of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company of the consideration, if any, given for the shares on the sale of disposition thereof shall constitute a good title to such shares and the Purchaser, shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale, re-allotment or other disposition of the share.

Company's lien on shares:

43. The Company shall have a first and paramount lien on all the shares, other than fully paid up shares, for all monies called or payable at a fixed time in respect of such shares. Such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares.

Enforcing lien:

44 (1) For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as the Board deems fit, but no sale shall be made unless a sum in respect of which the lien exists is presently payable and notice in writing of the intention to sell the shares shall have been served on such Member, his heirs, executors or administrators or his committee, or other legal representatives as the case may be, and default shall have been made by him or them in the payment of the sum payable in respect of any forfeited shares. For the purpose of such sale, the Board may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their Member to execute a transfer thereof on behalf of and in the name of the Member.

(2)The net proceeds of any such sale (after deduction of the cost of such sale) shall be applied towards satisfaction of the amount in respect of which the lien exists and the residue, if any shall be paid to the person entitled to the shares on the date of the sale.





Share to be forfeited in case of default:

36. If the requirements of any such notice are not complied with, any share in respect of which the notice has been given may at any time thereafter be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

Notice of forfeiture to Member:

37. When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalid by any omission or neglect to give such notice or to make such entry as aforesaid.

Forfeited shares to become property of the Company:

38. Any share so forfeited shall thereupon become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the original holder thereof or to any other person upon such terms and in such manner as the Board shall think fit.

Power to annul forfeiture:

39. Until any share so forfeited shall be sold, re-allotted or otherwise dealt with as aforesaid, the forfeiture thereof may at the discretion and by a resolution of the Board, be remitted as a matter of grace and favor, and not as of right, on payment of the monies owing thereon to the Company at the time of forfeiture thereof with interest up to the time of actual payment thereof if the Board shall think fit to receive the same, or on any other terms which the Board may by a majority decision deem fit.

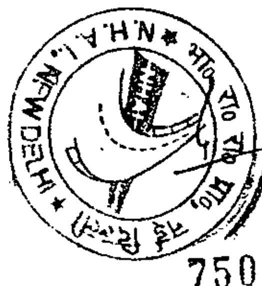
Member's liability after forfeiture:

40. Any member whose shares have been forfeited shall notwithstanding be liable to pay the Company all calls, installments, interest, expenses or other monies owing upon or in respect of such shares on the date of forfeiture together with interest thereon from the date of forfeiture until payment, at such rate as the Board may determine.

Effect of forfeiture:

41. The forfeiture of a share shall involve the complete extinction of all interest in and of all claims and demands whatsoever against the





paid in advance may, if so determined by the Board, pay interest at such rate as may be determined by the Board. The Board may at any time repay the sum so advanced upon giving sufficient notice Monies paid in advance of calls shall not in respect thereof confer a right to vote or to dividends.

Liability of joint holders:

32. The joint holders of a share shall severally as well as jointly be liable for the payment of all installments and calls due in respect thereof.

Sums deemed to be calls:

33. Any sum which, by the terms of issue of shares becomes payable on allotment or at fixed date whether on account of the nominal value of the shares or by way of premium, shall for the purpose of these Articles be deemed to be a call duly made and payable on or before the day fixed for the payment of the same. In case of non-payment of any such sum, all the relevant provisions of these Articles shall apply as to payment of interest, expenses forfeiture or otherwise as if such sum had become payable by virtue of a call duly made and notified.

FORFEITURE AND LIEN

Notice for payment of call:

34. If any Member or his legal representative as the case may be fails to pay any call or installment of a call or any money due in respect of any shares on or before the day appointed for the payment thereof, the Board may at any time thereafter, while the call, installment or other money remains unpaid, serve a notice on such Member or his legal representative as the case may be requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

Term of Notice:

35. The notice shall name a day (not earlier than the expiration of fourteen days from the date of notice) and a place on which such call, installment or money due and interest thereon at such rate as the Board may determine from the date on which such call or installment or money due ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the appointed time and place, the shares in respect of which the call was made will be liable to be forfeited.





may determine.

Date of Call:

27. A call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed.

Notice of Call:

28. Not less than fourteen days notice shall be given in respect of any call and the notice shall specify the place and the time of payment, the amount called on the shares and the person to whom such sum shall be paid.

Interest payable on call or installment.:

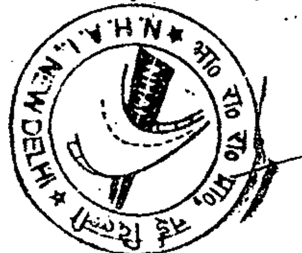
29. Subject to the provisions of these Articles, if the sum payable in respect of any call or installment is not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call was made or the installment was due, shall pay interest thereon at the rate determined by the directors from the day fixed for the payment till the date of payment. The Directors may waive payment of such interest wholly or in part.

Suit for recovery of calls:

30. On the trial or hearing of any action or suit brought by the Company against any member or his representatives to recover any money due to the Company in respect of his share, it shall be sufficient to show what the name of the defendant is, or was, when the claim arose, in the Register as a holder or one of the several holders of the shares in respect of which such claim is made, that the amount claimed is not entered as paid in the books of the Company that the resolution making the call is duly recorded in the Minute Book, that Notice of such call was duly given to the Member, and it shall not be necessary to prove the appointment of the Directors who made such call, or that a quorum was present at the Board meeting at which any call was made, or that the meeting at which any call made was duly convened or constituted or any other matter whatsoever, but the proof of matters aforesaid shall be conclusive evidence of the debt.

Payment of calls in advance:

31. The Board may, if they think fit, receive from any Member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called up and upon the monies





Issue of new certificates:

24. If any certificate of any share be surrendered to the Company for subdivision or consolidation or if any certificate be defaced, torn, decrepit or worn out, then upon surrender thereof to the Company, and, if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors, and on giving such indemnity as the Board thinks fit, the Directors may order such certificate to be cancelled and issue a new certificate in lieu thereof to the registered holder of such shares. For every certificate issued under this Article, there shall be paid to the Company a fee not exceeding such amount as the Directors may prescribe from time to time.

Certificates regarding jointly owned shares:

25. The Company shall not be bound to issue more than one certificate in respect of any share jointly held by several Members and delivery of a share certificate to one of the several joint holders shall be sufficient delivery to all such members and unless otherwise required, shall be delivered to the Member whose name appears first in the Register.

25A Numbering, Dematerialization and Register and Index of Members:

(i) The equity and preference shares in the share capital shall be numbered progressively according to their several denominations, provided however, that the provisions relating to progressive numbering shall not apply to the shares of the Company which are now or in future dematerialized or issued in future in dematerialized form.

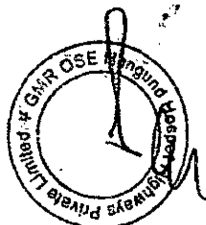
(ii) The Company shall be entitled to dematerialize its shares.

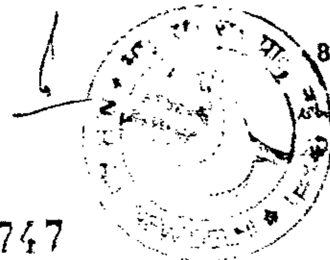
(iii) The Company shall cause to be kept a Register and Index of Members in accordance with all applicable provisions of the Companies Act, 1956 and the Depositories Act, 1996 with details of shares held in material and dematerialized form in any media as may be permitted by law including in any form of electronic media.

CALLS

Calls:

26. The Board may, from time to time, subject to the terms on which any shares may have been issued and the provisions of Section 91 of the Act make such calls as they think fit upon the Members in respect of any money unpaid on the shares held by them. A call may be made payable by installments and may be revoked or postponed as the Board





amounts, at such time or times, and in such manner as the Board of Directors shall from time to time determine in accordance with these Articles.

Joint Ownership :

20. Unless otherwise determined by the Board, not more than two (2) persons shall be registered jointly as Members in respect of any shares.

Sums payable in respect of shares:

21. The sum which the Board shall require or direct to be paid by way of deposit, call or otherwise, in respect of the allotment of any shares shall immediately on the insertion of the name of the allottee in the Register of Members become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

Right to Share Certificate:

22. Every member shall be entitled free of charge to one certificate for the shares of each class or denomination, registered in his name or if the directors so approve to several certificates, for each one or more shares held by him. Every certificate of shares shall indicate the date of its issue and specify the name of the person in whose favor the certificate is issued, the shares to which it relates and the amount paid thereon. Particulars of every certificate issued shall be entered in the Register of Members as specified in Section 150 of the Act.

Share Certificate:

23 (1) The certificates of title to shares and duplicates thereof shall be issued under the Seal of the Company and signed by two Directors or persons acting on behalf of the Directors under a duly registered Power of Attorney, and the Secretary of the Company or such other person appointed by the Board for the purpose, provided that at least one of the aforesaid two Directors shall be a person other than the Managing Director or full time Director. A Director may sign a share certificate by affixing his signature thereon by any machine, equipment or other mechanical means or device.

(2)Unless the conditions of issue of any shares otherwise provide, the Company shall within three months after the date of allotment or within two months after the application for the registration of the transfer of any of the shares, as the case may be, complete and deliver the certificates of title with respect to the shares allotted or transferred.



